

**Construction of Interim Terminal Building and allied
works at Udhampur Airport (J&K).**



TENDER DOCUMENT

(TENDER ID: 2026_AAI_276467_1)

**AIRPORTS AUTHORITY OF INDIA
CIVIL AIRPORT
JAMMU – 180003**

INDEX

**Name of Work: Construction of Interim Terminal Building and allied works at
Udhampur Airport (J&K)**

Tender ID: 2026_AAI_276467_1

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AIRPORTS AUTHORITY OF INDIA

O/o APD Jammu
Civil Airport, Jammu, 180003

NOTICE INVITING e-TENDER (2 BOT - 2 Envelope Open Tender)

**Tender Ref. No.: AAI/Udhampur/ AGM(C)/ITB/2026
(TENDER ID: 2026_AAI_276467_1)**

1. EPC e-tenders are invited through the e-tendering CPP Portal by Assistant General Manager (Engg-C), AAI, O/o APD Jammu, Civil Airport, Jammu 180003, (Bid Manager) on behalf of Chairman, AAI from the eligible contractors for the composite work of **"Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K)"** at an estimated cost of **Rs. 30.24 Crores** (excluding GST) with completion period **of 07 months (Including 01 months for rain)** and DLP of **24 months** after actual date of completion of work.

The tendering process is online at CPP-portal URL address **<https://etenders.gov.in/eprocure/app>** or **www.aai.aero**. Prospective Tenderers may download and go through the tender document.

Prospective Tenderers are advised to register themselves at CPP-portal, obtain 'Login ID' and 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal **<https://etenders.gov.in/eprocure/appor>** **www.aai.aero**. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The tenderer may also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help%20desk%20support).

- (i) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below: -
Tel: 0120-4711508, 0120-4001002, 0120-4001005, 0120-6277787.
E-mail: support-eproc@nic.in

International Bidders are requested to prefix 91 as country code.

Tenderers are requested to mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.

Before submitting queries, bidders are requested to follow the instruction given in **"Guidelines to Bidders"** and get their computer system configured according to the recommended settings as specified in the portal at **"System Settings for CPPP"**.

- (ii) For any further technical assistance with regard to functioning of CPP portal the tenderer may contact to the following AAI help desk numbers on all working days only between

| Sl. No. | Support Persons | Escalation Matrix | E-mail Address | Contract Numbers | Timings* |
|---------|--------------------------|-----------------------|--|---------------------------|----------------------------|
| 1 | Technical Help Desk Team | Instant Support | eprochelp@aai.aero | 011-24632950 Ext. 3512 | 0800-2000 Hrs. (MON – SAT) |
| 2 | JE (IT) | After 4 Hrs. of Issue | etendersupport@aai.aero or vaibhav_g@aai.aero | 011-24632950 Ext. 3523 | 0930-1800 Hrs. (MON– FRI) |
| 3 | Sr. Manager (IT) | After 12 Hrs. | shripatim@aai.aero | 011-24632950 Ext. 3509 | 0930-1800 Hrs. (MON– FRI) |
| 4 | Jt. GM (IT) | After 24 Hrs. | sunil.km@aai.aero | 011-24632950 Ext. 3506 | 0930-1800 Hrs. (MON– FRI) |
| 5 | General Manager (IT) | After 03 Days. | gmit@aai.aero | 011-24657900 | 0930-1800 Hrs. (MON–FRI) |

*The help desk services shall remain closed on all Govt. Gazetted Holidays.

Tender processing fee of **Rs. 5,900/-** (i/c GST), **non-refundable** will be required to be **paid online on CPP portal only**.

Earnest Money Deposit (EMD) of **Rs. 90,72,000/-** will be required to be paid online on CPP portal;

or

EMD may be submitted in the form of Insurance Surety Bonds or Bank Guarantee (including e- Bank Guarantee) from any of the Scheduled Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-Operative/Regional Rural Banks).

The bank details for submission of Bank Guarantee (PBG/BG-SD/FBG) are as follows:

| | | |
|--------------------------------------|---|------------------------------------|
| CORPORATE NAME | : | AIRPORTS AUTHORITY OF INDIA |
| BANK NAME | : | ICICI BANK |
| IFSC CODE | : | ICIC0000007 |
| BG ADVISING MESSAGE | : | IFN760COV (BG ISSUE) |
| | : | IFN767COV (BG AMENDMENT) |
| UNIQUE IDENTIFIER CODE (7037) | : | AAICORHQ |

- Following 2 envelopes shall be submitted through online at CPP-portal by the tenderer as per the following schedule: -

CRITICAL DATE SHEET

| | | | |
|-----|---|---|--------------------------|
| 1. | Publishing Date | : | 07.05.2026 from 1600 hrs |
| 2. | Bid Document Download/ Sale Start Date | : | 07.05.2026 from 1600 hrs |
| 3. | Clarification start date | : | 07.05.2026 from 1600 hrs |
| 4. | Site Visit for agencies | : | 21.05.2026 upto 0930 hrs |
| 5. | Date of pre-bid conference for clarifying issues and clearing doubts about the specifications/ terms of reference | | 22.05.2026 from 0930 hrs |
| 6. | Clarification end date | : | 05.06.2026 upto 1800 hrs |
| 7. | Bid submission Start Date | : | 07.05.2026 from 1600 hrs |
| 8. | Bid submission End Date | : | 29.06.2026 upto 1800 hrs |
| 9. | Last date and time of submission of original Insurance Surety Bond / BG against EMD, if not paid online on CPP Portal | : | 09.07.2026 upto 1100 hrs |
| 10. | Bid Opening Date (Envelope-I) | : | 10.07.2026 at 1500 hrs |
| 11. | Bid Opening Date (Envelope-II) | : | To be notified later |

Note:

- i) Bidders or their official representative may attend pre-bid conference at Conference Hall, AAI Project Office, Belicharana, Jammu 180003 on date mentioned in the critical date sheet above for clarifying issues and clearing doubts, if any, about the specifications/ Terms of Reference and other allied technical/commercial details of the work, services, plant, equipment and machinery etc.
- ii) If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on CPP portal to seek clarifications. No other means of communication in this regard shall be entertained.

All queries raised by bidders shall be categorized with reference to the relevant clause or provision of the tender document, clearly indicating the page number. A sample format for compiling and submitting replies is provided below:

| Sr. No. | Tender Page No. | Clause No. & Provision | Query raised | Clarification / Reply |
|---------|-----------------|------------------------|--------------|-----------------------|
| | | | | |

- iii) Under no circumstances bid procedure related queries shall be referred to the Independent External Monitors (IEMs).

Envelope-I (EMD, if not paid online on CPP Portal, Technical Bid and Pre-qualification):

- Bid containing following:

A. EMD, if not paid online on CPP Portal:

- i) Scanned copy of Insurance Surety Bond (as per Annexure A, A1, A2 & 2C) / BG against EMD with copy of the SFMS (Structured Financial Messaging System) BG confirmation message sent by the BG issuing bank to ICICI bank, if EMD not paid online on CPP Portal (as per Annexure-1 & 2B & 2C) along with letter of undertaking (as per Appendix-2).

B. Technical Bid containing the following: -

- ii) Scanned copy of Tender Acceptance Letter on Bidder's Letter Head. **(As per Annexure 3).**
- iii) Scanned copy of Permanent Account Number (PAN) and GST Registration Number.
- iv) Undertaking for GST Registration **(As per Annexure 4)**
- v) Scanned copy of 'Undertaking' regarding Blacklisting/ Debarment on Bidder's Letter Head as per format at **Annexure-5** of Tender Document.
- vi) Scanned copy of Form-A i.e. **Annexure -6** of Tender document - details of similar works completed during last seven years supported with completion certificate issued by client
- vii) Scanned copy of Form-B i.e. **Annexure -7** of Tender document - Financial Information (Turnover).
- viii) Scanned copy of Form-C i.e. **Annexure -8** of Tender document – Net Worth.
- ix) Scanned copy of Signed Integrity Pact as per **Annexure-9.**
- x) Bidder shall submit scanned copy of 'Undertaking' on Company's Letter Head that I/ We will deploy sufficient plant and machinery as per the requirement of work in consultation with the Engineer-in-Charge (E-I-C) to achieve the milestones/targets and overall completion within the time period.

Tenderer shall submit scanned copy of 'Undertaking' on Company's letter head as per format at **Annexure- 10.**

- xi) Bidders other than proprietary firm shall submit, scanned copy of Authorization Letter/Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing

CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney.

Proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.

- xii) CERTIFICATE FROM STATUTORY AUDITOR / COST AUDITOR/ COST ACCOUNTANT/ PRACTICING CHARTERED ACCOUNTANT REGARDING REQUIREMENT OF LOCAL CONTENTS **(As per Annexure-11)**
 - xiii) Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 vide OM No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 is applicable. Undertaking regarding requirement of local content **(As per Annexure-12)**
 - ~~xiv) UNDERTAKING FOR ASSOCIATION OF SPECIALIZED AGENCY **(As per Annexure-13)**~~
 - xv) Requirement of registration by the Bidder from a country sharing land border with India based on order No. F No. 6/18/2019-PPD dated 23/07/2020 of Government of India, Ministry of Finance, Department of Expenditure (Public procurement Division) with up to date amendments, regarding restriction under Rule 144(xi) of the General Financial Rules {GFR} 2017 shall be applicable. Bidder shall submit scanned copy of 'Undertaking' on Company's letter head in this regard. **(Annexure-14)**.
 - xvi) Form of undertaking from Foreign/Indian parent/principal company firm **(as per Annexure-15)**
 - xvii) For determining eligibility of tenderer in terms of experience certificate, completion cost shall be considered exclusive of GST, ESI, PF and AICMC cost. The Bidder shall give undertaking mentioning whether the GST/Pre-GST Taxes, ESI & PF are included in the completion cost or not in the client completion certificate, if included, the bidder shall mention the percentage/ break up cost of these components **(as per Annexure 16)**.
- In case of non-submission of required undertaking/not providing details of related components, then AAI shall determine GST/Pre-GST Taxes, ESI & PF components as per CPWD / AAI guidelines amended from time to time and shall carry out further evaluation accordingly.
- xviii) Scanned copy of Minimum annual value of general construction work **(as per Annexure-17)**
 - xix) PQ Performa duly filled.

C. Qualifying requirements of contractors / tenderers containing the following:

Tenderer should have successfully completed or substantially completed **three works, each of Rs. 12.10 Crores (excl. GST) or two works, each of Rs. 15.12 Crores (excl. GST) or one work of Rs. 24.19 Crores (excl. GST)** in single contract of ***similar nature of work on EPC Mode/Turn Key (Design & Build) Basis** during last 07(seven) years ending last day of month previous to the one in which tenders are invited **i.e. 30.04.2026.**

The details of similar works completed during last 07(seven) years shall be submitted in the given format- Form-A i.e. **Annexure-6 of Tender Document** with supporting documents issued by client.

*Similar nature of work means **Composite work of Centrally Air- conditioned Buildings of Airport Terminal Buildings, 5 Star Hotels, Underground Metro Terminals, Shopping Malls, Business / Commercial Complexes, Super / Multi-specialty Hospitals, Institutional Buildings, Indoor stadium, Corporate Office Buildings. (The composite work includes components of Civil Building works, Electrification and E& M services like Fire Alarm/Fire Fighting, HVAC.)**

Tenderers not having the work experience on **EPC Mode/Turn Key (Design & Build) Basis** as above but having requisite work experience as stated above in other modes of tenders, shall also be allowed to participate if they meet the following conditions:

Tenderers should have either in-house facility of design/ drawing or should associate architect/designer firm. The design consultant of successful bidder shall be finalized as per the methodology for selection of design consultant mentioned in **Annexure-19.**

Note:

1. *The Experience Certificates of works completed pre GST era, Completion amount will be divided by 1.12 (to exclude pre GST taxes) to make it at par with experience certificates of post GST era but excluding GST.*
2. *Experience gained by executing work on back-to-back contract/ Sub-contract basis is acceptable in the following conditions:*
 - a. *Work should be actually executed by the second agency (sub-contractor) with due concurrence of the owner as tripartite agreement/ written approval. It should be backed by valid agreement and experience certificate.*
 - b. *Payments received by second agency should be reflected in TDS certificates.*

3. *Experience gained in composite works for the specialized nature of works (List of Specialized Items / Jobs/ Works as mentioned at **Annexure-18 and at Schedule D: Annex I (Part-VI)**) were executed by main contractor either by in-house expertise & experience or by engaging the specialized agencies with the approval of main client as per contract conditions. In such cases, main contractor as well as specialized agency both get the experience certificate for the same work from their respective client(s) i.e. main contractor for composite work along with specialized works from owner and specialized agency for specialized work(s) from the main contractor.*

In this situation, the experience certificate of either specialized agency or main agency having in-house expertise & experience, who has actually executed the specialized work(s), shall be considered for Technical /Pre-qualifying criteria in similar specialized nature of work(s).

4. ***Substantial completion shall be based on 80(eighty) percent (value wise) or more works completed under the contract. substantial completion should not be defined in terms of percentage completion, rather it should be based on functional consideration.***

Certificate for "substantial completion' of project/work/asset should contain two parts. Part-I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.

As the tender is being invited on **EPC Mode/Turnkey (Design & Build) Basis by AAI.**

Change of the associated architect/designer firm will normally be allowed only once, that too under exceptional circumstances with the prior approval of AAI. The architect/designer firm can be substituted subject to the condition that the new architect/designer firm meets the qualification and experience criteria. A compensation of **0.1% of the contract amount or Rs. 10.00 Lacs whichever is higher** shall be imposed for any such change to act as deterrent. No extension of time shall be considered for change of architect/designer firm.

"The value of executed works and consultancy (design/drawing) shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to date of bid opening (Envelope - I/Technical bid.)"

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. **Tenderers showing work experience certificate from non-government/non-PSU organizations should submit copy**

of tax deduction at sources (TDS) certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.

- ii) Should have annualized average financial turnover of **Rs. 10.71 Crores** on construction works during last three years ending 31st March of previous financial year i.e. 31.03.2025. The Financial Information shall be submitted in the given format **Annexure-7**.

Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

- iii) The tenderer should have a minimum net worth of **Rs. 4.54 Crores**, issued by certified Chartered Accountants. The Certificate should be submitted in the given format- **Annexure-8**.

- iv) Minimum annual value of general construction work – the tenderer should have achieved minimum annual value of general construction/ engineering work of **Rs 60.49 Crores** (as certified by Chartered Accountant and at least 50 (fifty) percent of which is from Engineering (Civil/Electrical/Mechanical as relevant to the work being procured) construction works) carried out in any of the year during last five (05) years, ending **31st March of 2025. (as per Annexure-17)**

Scanned copy of all the Documents of Envelope-I mentioned above shall be submitted on the CPP portal. If EMD not paid online on CPP Portal, Original/Hard Copies of Insurance Surety Bond/BG against EMD is required to be submitted/sent to the **Asstt. General Manager (Engg-C), O/O Airport Director**, Civil Airport, Jammu-180003 on or before date & time mentioned in CRITICAL DATE SHEET. The Envelope containing original BG shall be superscribed with: Envelope to be opened not before _____ (date and time as per critical data sheet), for the work "Construction of interim Terminal building and other allied works at Udhampur Airport". The bidder, whose Insurance Surety Bond/ BG against EMD are not received by the date & time mentioned in critical data sheet, then their tenders will be liable to be rejected. Any postal delay will not be entertained.

Envelope-II: The Financial e-Bid through CPP portal.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BOQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online,

without changing the filename. If the BOQ file is found to be modified by the tenderer, the bid will be rejected.

3. Refund of EMD

EMD deposited by all the bidders except the confirmed lowest bidder shall be returned within one week from the date of opening of the financial bid. EMD of the successful bidder shall be returned on receipt of Security Deposit equivalent to EMD amount/ performance bank guarantee.

4. Bid Submission: -

The tenderer shall submit their application only at CPP Portal: <https://etenders.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as per Para 2. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

- 5.** Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 6.** Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://etenders.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AAI.

7. Bids Opening Process is as below: -

Envelope-I [EMD (if not paid on line on CPP Portal), Technical bid and Pre-qualification]:

Envelope-I containing documents as per Para 2 (A), (B) and (C) as applicable (uploaded by the tenderers) shall be opened on date & time mentioned in CRITICAL DATA SHEET.

If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on CPP portal to seek clarifications. **No other means of communication in this regard shall be entertained.**

If any clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelope – I, he will be asked to provide it through CPP portal, if required. The tenderer shall upload the requisite clarification/documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

The intimation regarding acceptance/rejection of their bids will be intimated to the tenderers through CPP portal.

Envelope-II (Financial Bid):

Envelope-II containing financial bid of the tenderers found to be meeting the technical criteria and qualifying requirements shall be opened on date & time mentioned in CRITICAL DATA SHEET. **(In case the date and time for opening of Envelope-II (Financial bid) is required to be changed, the same shall be intimated through CPP Portal).**

8. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
9. AAI reserves the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/black listing by any department of Airports Authority of India (AAI). AAI reserves the right to verify the credential submitted by the tenderer at any stage (before or after award of the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the tenderer then AAI shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the tenderer.
 - b) The tenderer shall be liable for debarment for a period upto two years from tendering in AAI, including termination of the contract apart from any other appropriate contractual/legal action.
10. Consortium/JV Companies shall not be permitted.
11. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
12. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc., to be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up to date amendments, shall be applicable for tenders of supply/services and shall not be extended to construction work.
13. Tenderers have to submit Unique Document Identification Number (UDIN) generated documents like Financial Information (Turnover with loss/ profit), Net worth Certificate, Financial data (works done during last 5 financial years), etc. as

per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

- 14.** Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 vide OM No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 is applicable.
- 15.** Requirement of registration by the Bidder from a country sharing land border with India based on order No. F No. 6/18/2019-PPD dated 23/07/2020 of Government of India, Ministry of Finance, Department of Expenditure (Public procurement Division) with up to date amendments, regarding restriction under Rule 144(xi) of the General Financial Rules (GFR) 2017 shall be applicable. Bidder shall submit scanned copy of 'Undertaking' on Company's letter head in this regard. **(Annexure- 14).**
- 16.** The bidders shall sign a declaration under the official Secret Act, 1923 for the purpose of maintaining secrecy of the tender documents, drawings or other records connected with the work awarded to them. The unsuccessful bidders shall return all the drawings provided to them.

BID MANAGER

Asstt. Gen. Manager (Engg. - C)

Airports Authority of India
O/o Airport Director,
Civil Airport, Jammu
(J&K) -180003

General Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are generally meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://etenders.gov.in/eprocure/app>

1.0 REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>) by clicking on the link **"Online bidder Enrollment"** on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2.0 SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3.0 PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of

documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. This does not automatically ensure these documents being part of technical bid.

4.0 SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as "Online" to pay the tender fee and for EMD Offline/Online as detailed in NIT, as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the BG/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be

viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5.0 ASSISTANCE TO BIDDERS

Any bid related issue/ query pertaining to technical support or otherwise on CPP portal ([URL:-https://etender.gov.in/eprocure/app](https://etender.gov.in/eprocure/app)) for submission of tender documents should be addressed to AAI Help Desk Support (details also mentioned in the web-NIT) as below:

- (i) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below: -
Tel: 0120-4711508, 0120-4001002, 0120-4001005, 0120-6277787.
E-mail: support-eproc@nic.in

International Bidders are requested to prefix 91 as country code.

Tenderers are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.

Before submitting queries, bidders are requested to follow the instruction given in "**Guidelines to Bidders**" and get their computer system configured according to the recommended settings as specified in the portal at "**System Settings for CPP**".

- (ii) For any further technical assistance with regard to functioning of CPP portal the tenderer may contact to the following AAI help desk numbers on all working days only between

| Sl. No. | Support Persons | Escalation Matrix | E-mail Address | Contract Numbers | Timings* |
|---------|--------------------------|-----------------------|--|---------------------------|----------------------------|
| 1 | Technical Help Desk Team | Instant Support | eprochelp@aai.aero | 011-24632950 Ext. 3512 | 0800-2000 Hrs. (MON – SAT) |
| 2 | JE (IT) | After 4 Hrs. of Issue | etendersupport@aai.aero or vaibhav_g@aai.aero | 011-24632950 Ext. 3523 | 0930-1800 Hrs. (MON– FRI) |
| 3 | Sr. Manager (IT) | After 12 Hrs. | shripatim@aai.aero | 011-24632950 Ext. 3509 | 0930-1800 Hrs. (MON– FRI) |
| 4 | Jt. GM (IT) | After 24 Hrs. | sunil.km@aai.aero | 011-24632950 Ext. 3506 | 0930-1800 Hrs. (MON– FRI) |
| 5 | General Manager (IT) | After 03 Days. | gmit@aai.aero | 011-24657900 | 0930-1800 Hrs. (MON–FRI) |

*The help desk services shall remain closed on all Govt. Gazetted Holidays.

In case of technical support regarding e-tender portal, if the AAI Help Desk is non-responsive the Bid Manager can be contacted as below on all working days from 0930 hrs. to 1800 hrs.

**Name : Bhwnesh Gupta,
Assistant General Manager (Engg. -Civil)**

Mobile No. : +91-8559858255

E-mail ID : bhuwneshg@aai.aero

All bid procedure related queries be referred to HELP DESK as above and then to Bid Manager only.

Please note that under no circumstances bid procedure related queries shall be referred to the Independent External Monitors (IEMs).

**Standard Operating Procedure for
Online payment, refund and settlement of EMD and Tender Fee through CPP Portal**

E-Tendering brings in economy, efficiency and transparency in the procurement of goods, works and services. CVC are inclined to force implementation of e-Tendering in all Govt. departments & PSUs. Online payment gateway for payment, refund and settlement of EMD and Tender Fee is part of the implementation of e-Tendering system i.e. CPPP <https://etenders.gov.in>.

Stakeholders:

1. **Tender Floating Department:** Airports Authority of India (AAI)
2. **The Technical Service Providers (TSP)** - NIC to facilitate CPP Portal with entire back end process and providing technical support to the Government Dept.
3. **Bank** - AAI has authorized State Bank of India as nodal bank provides payment gateway services and receives Tender fees and Earnest Money Deposits (EMDs) from various bidders participating in e-Tendering/e-procurement process, holds the amount in Current/ Savings Bank account till the time of finalization of tendering process. Bank will settle the Tender Fee of all bidders, Bank will refund EMD to unsuccessful bidders and the EMD of L1 bidder will remain in the pooling account and after AOC completion on the portal, the L1 bidders EMD amount will be refunded to their source account. This will be happened as per instruction received from Bid Manager through online portal. Customized MIS will be provided to the Tender Floating Department i.e. AAI.
4. **The Bidders** - The bidders are organizations/corporate/individuals who apply for the tender floated by the tender floating department and participate in the tendering process. Bidders are directly involved in making the use of this e-System for making payments and getting refunds into their accounts.

Eligibility (Prerequisite for-Tendering)

1. Tender Inviting Authority (TIA)/ Bid Manager & the bidders should enroll on CPP Portal <https://etenders.gov.in> to carry out the procurement activities.
2. Portal login will be through two factor authentications i.e. User id & password followed by the login through DSC.
 - Bid Manager must have a Digital Signature Certificate (DSC) with Signing and Encipherment features.
 - Bidders must have a DSC with the Signing feature.

Bank Account Details

- a. Common Pooling Account for EMD and Tender Fee collection
- b. Tender Fee Settlement Account for settlement of non-refundable Tender Fee amounts
- c. Forfeited EMD Settlement Account for settlement of forfeited EMD amounts

Payment gateway for End to End Procedures:

1. Collection Process:

- a. **Online collection of EMD and Tender Fee:** As per current provision in the portal, Bid Manager will allow the option of **Online Mode** for collection of EMD and Tender Fee while publishing tender, so that the bidder can deposit these fees through **Net Banking** (SBI and Other Banks) and **NEFT/RTGS**.
- b. **Collection of EMD through Bank Guarantee (BG):** During the tender creation Bid Manager will allow the option of "**EMD through B-Gor EMD Exemption**" in tab so that bidders will be able to upload the copy of B-Gas per tender terms and condition.

2. During the collection process, the amount will be debited from the bidder's account and credited to the collection pooling account of the AAI.

3. Till the tender opening, all the collected amounts will reside in the collection pooling account of AAI.

4. Refund and Settlement process:

- a. **Step-I:** After opening the tender, bid submitted successfully along with the online payment, the tender fee settled to 'Tender Fee Settlement Account' and EMD amount will remain in 'Pooling Account'.
- b. **Step-II: On Technical Evaluation:** After submission of technical evaluation report on the CPP portal, the 'EMD of Technically Qualified bidders will remain in the pooling account'.
- c. **Step-III: On Financial Evaluation:** After submission of financial evaluation report on the CPP portal, the 'EMD of L1 bidder will remain in the pooling account' and EMD amount of rejected bidders will be refunded to their source account.
- d. **Step-IV: EMD Refund of L1:** After AOC completion on the portal, the L1 bidders EMD amount will be refunded to their source account and for this Bid managers are advised to complete the AOC process:
 - Only after receiving the BG against EMD and its confirmation from the bank.
 - or**
 - Adjustment of Security Deposit (SD) as per NIT Condition.

5. In the case of "Cancellation of tender" before opening and "Re-Tender":

- All the submitted amount will be refunded to the bidders.

6. In the case of "Cancellation of tender" after opening and "Re-Tender":

- The tender fee has already been settled to the AAI's Tender Fee Settlement Account at the EoD of tender opening.
- Now only the EMD is residing in the collection pooling account; the EMD will be refunded to the bidders.

7. In case of 'Withdraw of bid' by the vendor:

- Procurement system allows the bidder to withdraw till the bid submission closing date. Assume that the bidder has paid the amount and withdrawn the bid; the e-Procurement system will initiate the refund of EMD on the day of tender opening. In case of Revocation Corrigendum: (Not Applicable)

8. Procedure for Forfeiture of EMD through CPP Portal:

Forfeiture activity can be performed at the time of rejection of the bidder.

Step I: Reject the bidder during the Technical or Financial Evaluation process.

Step II: On the same day, use the menu "Forfeiture Menu" to forfeit the EMD.

Step III: Select the tender and then the bidder to forfeit the EMD.

Step IV: At the end of the day, the system will settle the forfeited EMD to the **"Forfeited EMD Settlement Account"**

Note: Forfeiture of EMD will have to be claimed on same day of rejection otherwise it will not be available in the system because at the end of the day CPPP will initiate refund to the rejected bidders.

9. Following procedures are attached on subsequent pages:

- a. Procedure to allow the online Payment Option in CPP Portal by Bid Manager
- b. Procedure for checking the Payment Status by Bid Manager
- c. Procedure for Online Collection of EMD and Tender Fee from Bidders

Procedure to allow the Online Payment Option in CPP Portal by TIA/Bid Manager


1. TIA/Bid Manager will log in to the portal <https://etenders.gov.in/> with a valid User ID (i.e., User ID mapped with Digital Signature Certificate) and follow the process of tender creation.
2. After completion of Basic and Cover Details, go to the next stage for Fee Details and select the option as per the screen below:


The screenshot displays the 'Government eProcurement System' interface. The top header shows the system name, a map of India, and user login information (Welcome, Last login: 05-Aug-2020 11:56 AM, Server Time: 05-Aug-2020 13:58:29). The left sidebar lists various management options under 'Master Management', 'User Management', and 'Tender Management'. The main area is titled 'TENDER MANAGEMENT' and shows the 'Tender List' for 'AAI/Test' with a 'Fee Details' tab selected. The 'Fee Details' form includes the following fields and options:


- Fee Payment Mode***: ☐ Offline, ☒ Online, ☐ Not Applicable
- Tender Fee in ₹**: [Text input field]
- Exemption Allowed**: ☒ Yes, ☐ No
- EMD Fee**: ☒ Fixed, ☐ Percentage
- EMD Amount in ₹ ***: [Text input field]
- EMD ECV %**: [Text input field]
- EMD through BG/ST or EMD Exemption Allowed**: ☒ Yes, ☐ No
- EMD Fee Payable To ***: [Text input field]
- EMD Fee Payable At ***: [Text input field]
- Online Banks ***: ☒ SBI Bank

A callout box with an orange border points to the 'Online' radio button under 'Fee Payment Mode' with the text: 'Allow Online mode for EMD and Tender Fee Payment'.

Choose **Yes** option for EMD payment through **Bank Guarantee** or for **EMD Exemption**


Government eProcurement System




Welcome : [Redacted]
Last login : 05-Aug-2020 11:56 AM

Server Time
05-Aug-2020 13:57:39

Home Logout

Government eProcurement System

TENDER MANAGEMENT

Master Management
+ Org Hierarchy Master
+ View Internal Documents
User Management
+ Debar User
+ My Organisation Hierarchy
+ My Accounts
Tender Management
+ Create Tender / Tender List
+ Publish Tender
+ Published Tenders
+ Seek Clarifications
+ Pre-bid Meeting
+ Downloaded Tenders
+ Tender Status
+ Archived Tenders
+ Archived Clarification
+ Stage 2 Create Tender / Tender List
+ NDA Documents
+ Stage 2 Publish Tender
+ NDA Documents History
+ Stage 2 Published Tender
Corrigendum
+ Create Corrigendum
+ Publish Corrigendum

Tender List > AAI/Test > Fee Details

Work/Item Details **Fee Details** Critical Dates Bid Openers Work/Item Documents

Tender Reference Number : AAI/Test

Fee Payment Mode* ☐ Offline ☒ Online ☐ Not Applicable

Tender Fee Details

Tender Fee in ₹

Exemption Allowed ☒ Yes ☐ No

Earnest Money Deposit (EMD) Details

EMD Fee ☒ Fixed ☐ Percentage

EMD Amount in ₹ *


EMD ECV %

EMD through BG/ST or EMD Exemption Allowed ☒ Yes ☐ No

EMD Fee Payable To * GH AAI

EMD Fee Payable At * New Delhi

Online Banks *
☒ SBI Bank

 **Note**

Choose **Yes** option for EMD payment through **Bank Guarantee** or for **EMD Exemption**

Procedure for checking the Payment Status by Bid Manager

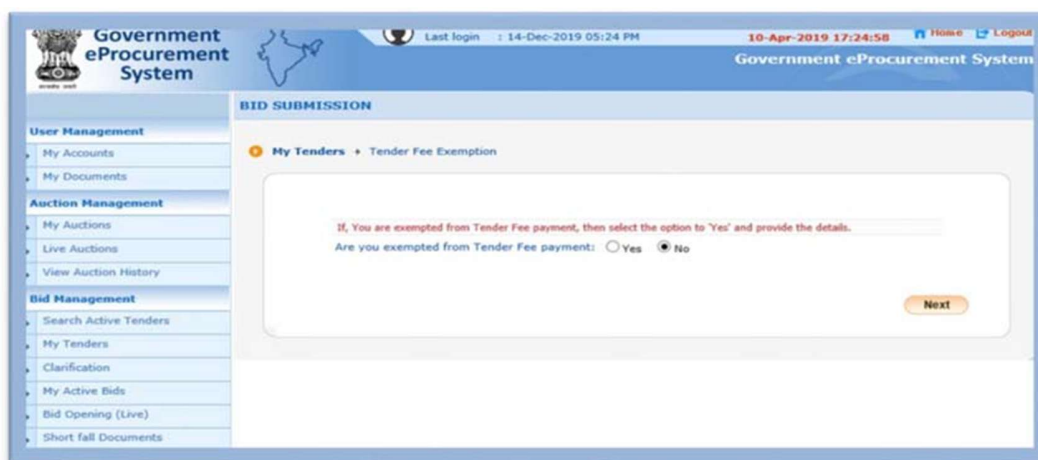
1. Payment confirmation can be found out at the time of the Tender Opening process.
2. Bid Manager will log in to the portal <https://etenders.gov.in/> with a valid User ID (i.e., User ID mapped with Digital Signature Certificate) and follow the process of tender opening.
3. After opening the tender, click on the first cover (i.e., Fee Cover) and select the Bid Opening or Quick Bid Opening option against each bidder.
4. Payment status will be checked/verified for individual bidders.
5. Click on the View Paid Information link to get the bidder details along with payment details.
6. If the status is seen as "Success," it means that the bidder has successfully paid for the Tender Fee/EMD. A screenshot is attached herewith for reference.

| Government eProcurement System | | Government eProcurement System | |
|---|--|--------------------------------|------------------------|
| eProcurement System | | Bid Submission Confirmation | |
| | | Date : 30-Jul-2020 06:20 PM | |
| | | Print | |
| Bid Information | | | |
| Bid ID : | 181504 | | |
| Bidder Name : | SATYA TRADERS | | |
| Organisation Chain : | Airports Authority of India Western Region - AAI AHMEDABAD - AAI ENGG ELECT-VAAH - AAI | | |
| Tender Ref No : | AAI_AH_COMML_112_PPE OUTLET | | |
| Tender ID : | 2020_AAI_52772_1 | | |
| Tender Title : | PPE Equipment Outlet | | |
| Bid Submitted Date & Time : | 19-Jul-2020 05:36 PM | | |
| Corporate Tenderer Details | | | |
| Login ID: | satyatraders94@gmail.com | User Type: | Corporate/Bidder |
| Company Name: | SATYA TRADERS | Registration Number: | AS03E0003466 |
| Registered Address : | Ground Floor, Intuc Complex, K.C. Sen Road, Opp. Tribeni Lodge, Paltan Bazar, Rehabari, Guwahati | Name of Partners / Directors : | SATYANARAYAN ROY |
| City : | GUWAHATI | State : | Assam |
| Postal Code : | 781008 | PAN Number: | ARXPR8246F |
| Company's Establishment Year (yyyy): | 2009 | Company's Nature of Business: | TRADING AND SERVICES |
| Company's Legal Status: | Others | Company Category : | Micro Unit as per MSME |
| Title : | Mr | Contact Name: | SATYANARAYAN ROY |
| DOB (Date Of Birth): | 12-Apr-1985 | Designation : | PROPRIETOR |
| Correspondence Email: | satyatraders94@gmail.com | Phone : | 91 - 0 - 9864036333 |
| Mobile: | 91-9864036333 | | |
| Bank Response On Payment Details | | | |
| eProcurement Ref. Number : | 56707181504 | | |
| PRN Number : | 56707181504 | | |
| Bank / UTR Number : | CPAAFAKS08 | | |
| Bank Name : | SBI Bank | | |
| Status : | Success | | |
| Tender Fee in ₹ : | 2,000 | | |
| EMD Fee in ₹ : | 50,000 | | |
| Total Fee in ₹ : | 52,000 | | |

EMD and Tender Fee both paid successfully

Procedure for Online Collection of EMD and Tender Fee from Bidders

1. Bidder will login to the portal <https://etenders.gov.in/> with valid User ID (i.e. User ID mapped with Digital Signature Certificate) and follow the process of participation to the tender.
2. After Login search the tender in "Search Active Tender" tab with different criteria after that click on "set as favorite" to move on "My Tender". Then click on "My tender" and view the tender details and click on proceed for Bid Submission.
3. For submission of online Tender Fee and EMD, click on Button as "Pay Online"
4. **In case of Tender Fee:** If the Bidder is exempted from the tender fee payment, then



select the option to "Yes" otherwise "NO" as per below screenshot:

5. **In case of EMD:** If Bidder is paying EMD through any of below options, Select the option "Yes"

(as per below screenshot) and provide the details and upload copy as a proof.

- **Bank Guarantee (BG)/Swift Transfer (ST)**
- **Exempted from EMD Payment,**

Note: For submitting "EMD through BG/ST" or "Exemption from EMD payment" bidder must select "Yes" otherwise bidders will not have the option to pay EMD through **Bank Guarantee**. Once proceed edit is not possible to revert the option.

6. Select option "NO" (as per below screenshot) for proceeding for Online EMD payment.

The screenshot displays the Government eProcurement System interface. The top header includes the system name, a map of India, and user information: 'Last login : 14-Dec-2018 05:09 PM' and '10-Apr-2019 17:25:25'. A navigation menu on the left lists sections like User Management, Auction Management, and Bid Management. The main content area is titled 'BID SUBMISSION' and shows a breadcrumb trail 'My Tenders > EMD Exemption'. A text box contains instructions: 'If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option Yes and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip. Select No for proceeding for Online EMD payment.' Below this, a question 'Are you submitting EMD through BG/ST or Exempted from EMD payment:' is followed by radio buttons for 'Yes' and 'No', with 'No' being selected. A 'Next' button is located at the bottom right of the form area.

After selecting the option, click on "Next" Button as per above screenshot. Further process to be followed as per subsequent screen.

STEPS FOR MAKING TENDER PAYMENTS IN ETENDERS SYSTEM VIA SBI BANK GATEWAY*(SBI AND NON SBI ACCOUNT HOLDERS)*

Home Page.

Login as a bidder into etenders.gov.in to proceed for payment.

Step 1) Click "Pay Online" when you reach below page while Online Bid Submission.

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction History

Bid Management

Search Active Tenders

My Tenders

Clarification

My Active Bids

Bid Opening (Live)

Short fall Documents

Online Payment Status

My Bids History

Short Fall Documents History

Archived Clarification

Tender Status

My Withdrawn Bids

BID MANAGEMENT

My Tenders • 2018_LSGD_204397_1 • Transaction Message

Organization Chain : NIC|NIC Contracts

Tender Reference Number : PW3/23401/18

Tender ID : 2018_LSGD_204397_1

Tender Title : PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Bid Process List

| S.No | Bid Process | Action |
|------|-------------|--------|
| 1 | Profile | |

Bid Payment Details

| S.No | Fee Type | Actual Fee | Exempted Fee | Fee To Be Paid | Paid Fee |
|------|------------|----------------|--------------|----------------|----------|
| 1 | Tender Fee | 2500.00 (INR) | 0.00 | 2500.00 (INR) | 0.00 |
| 2 | Emd Fee | 37500.00 (INR) | 0.00 | 37500.00 (INR) | 0.00 |

Pay Online

Encrypt&Upload

Version:1.09.06 04-Feb-2018

(c) 2008 Tenders NIC, All rights reserved.

Step 2) Click "Confirm to Pay" to proceed with the payment gateway, as below.

Note: Please ensure that you have availed Tender Fee / EMD Exemption, if eligible. Further, there would not be any provision to change back, under any circumstances.

The screenshot displays the 'BID MANAGEMENT' section of a web portal. On the left is a navigation menu with categories: User Management, Auction Management, and Bid Management. The 'Bid Management' section is active, showing options like Search Active Tenders, My Tenders, Clarification, My Active Bids, Bid Opening (Live), Short fall Documents, Online Payment Status, My Bids History, Short Fall Documents History, Archived Clarification, Tender Status, and My Withdrawn Bids.

The main content area is titled 'Offline/OnLine Payment Confirmation'. It displays the following information:

- Organization Chain : NIC||NIC Contracts
- Tender Reference Number : PW3/23401/18
- Tender ID : 2018_LSGD_204397_1
- Tender Title : PW3/23401/18 PRO.NO.604/18-19 DIVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Below this is a table titled 'Bid Payment Details':

| S.No | Fee Type | Actual Fee | Exempted Fee | Fee To Be Paid |
|------|------------|----------------|--------------|----------------|
| 1 | Tender Fee | 2128.00 (INR) | 0.00 | 2128.00 (INR) |
| 2 | Emd Fee | 23100.00 (INR) | 0.00 | 23100.00 (INR) |

A yellow 'Portal Alert' box contains the following text:

- Beyond this stage, you will not be able to edit Fee or Exemption details.
- Please confirm that the exemption and amount to be paid are correct.

Below the alert, it states: 'I hereby confirm that the above payment details are correct.' and provides two buttons: 'Back' and 'Confirm to Pay'.

At the bottom of the page, the version information is displayed: 'Version:1.09.06 04-Feb-2018 (c) 2008 Tenders NIC, All rights reserved.'

Step3) Verify that the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option **SBI MOPS** and Submit, as below.

Note: In case of any mismatch in tender payments, with reference to tender documents, please contact TIA for clarifications.

BID MANAGEMENT

Online Payment Gateway

Organization Chain : NIC|NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

| Fee Type | Actual Fee | Exempted Fee | Fee To be Paid |
|------------------|------------|--------------|----------------|
| Tender Fee | 2,500 | 0 | 2,500 |
| Emd Fee | 37,500 | 0 | 37,500 |
| Total Fee | | | 40,000 |

Choose Payment Option

☒ SBI MOPS

Back Submit

Version:1.09.06 04-Feb-2018 (c) 2008 Tenders NIC, All rights reserved.

Step 4) Check and Follow the Terms and Conditions, and then Submit, as below.

BID MANAGEMENT

OnLine Payment Gateway

Payment Verification

Organization Chain : NIC|NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Pay Model : SBI MOPS

✓ **Terms And Conditions.**

- You are being redirected to the SBI MOPS site.
- You have to complete the transaction with in the session time which is approximately 15 minutes.
- Money once transferred towards tender fee shall not be refunded at any point of time. This is applicable even in case you have not completed the tender process.
- Once payment is successfully completed, you will be automatically redirected back to e-Procurement site.
- It is the responsibility of the Individual to ensure that the payment is successfully completed and eProcurement system is not responsible for any malfunctions in the Bank payment gateway.
- please take print screen for bank acknowledgement page.

Back Submit

Version:1.09.06 04-Feb-2018 (c) 2008 Tenders NIC, All rights reserved.

Step 5) Bidders may choose the type of transaction and proceed for payment.

SBI ONLINE

STATE BANK MULTI OPTION PAYMENT SYSTEM

Please Select Appropriate Card Type To Avoid Failure (C: Credit Card Option/D For Debit Card)

Net Banking

SBI
Bank Charges: 11.8
Click Here

Other Banks
Bank Charges: 132.5
Click Here

Card Payments

Other Payments Modes

NEFT
NEFTRTGS
Bank Charges: 133.8
Click Here

Cancel

© State Bank of India Site best viewed in I.E. 10 + Mozilla 30 + Google Chrome 30 +

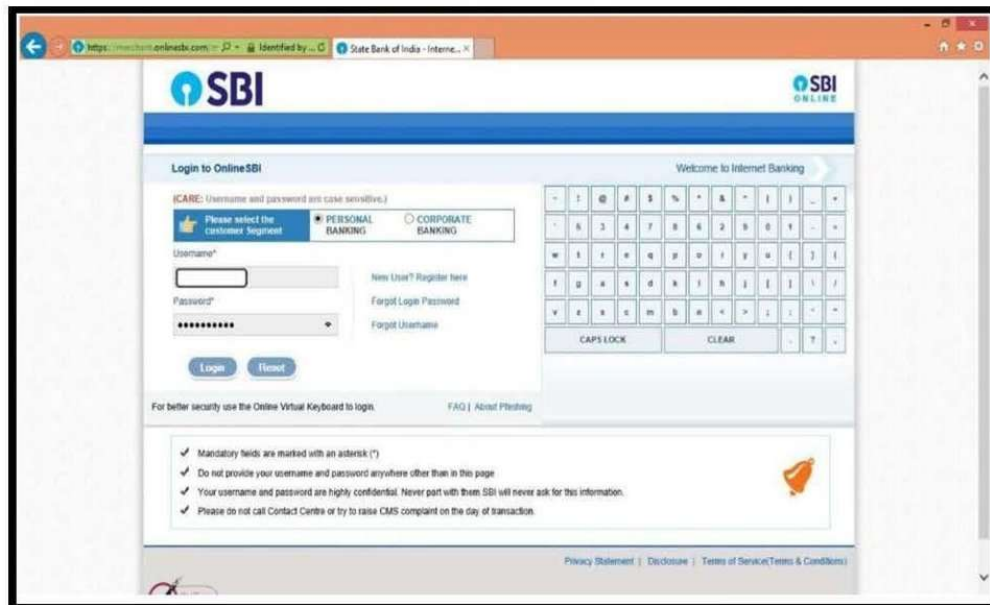
Step 6) Once the Payment type is selected it navigates to the respective landing page.

a) SBI

i. Bidders with SBI account may click **SBI** option to proceed to its Net Banking Page



ii. Bidders may enter SBI Net banking user ID and Password and Click on **Login** to proceed.



The screenshot displays the SBI Net banking login interface. At the top, the SBI logo is visible. Below it, the text 'Login to Online SBI' is shown. The login form includes a 'Please select the customer Segment' section with radio buttons for 'PERSONAL BANKING' and 'CORPORATE BANKING'. The 'Username*' field is followed by a 'New User? Register here' link. The 'Password*' field is followed by 'Forgot Login Password' and 'Forgot Username' links. A 'Login' button and a 'Forgot' button are at the bottom of the form. To the right of the login form is a 'Welcome to Internet Banking' message and a virtual keyboard. The keyboard has buttons for numbers, letters, and special characters. Below the login form, there is a section for security instructions: 'For better security use the Online Virtual Keyboard to login.' and 'FAQ | About Pinning'. At the bottom of the page, there are links for 'Privacy Statement', 'Disclosure', and 'Terms of Service/Terms & Conditions'.

iii. Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment. After account debit, MOPS gateway will automatically re-direct to the eProcurement System, with the Success transaction.

State Bank of India

STATE BANK OF INDIA (IN) https://merchant.online.sbi.com/merchant/merchantinter.htm

Your previous site visit: 28-Feb-2018 16:08 IST

UP Electronics Corporation 01-Mar-2018 [13:04 IST] [Help](#)

You have not performed any UP Electronics Corporation transactions today.

Verify and confirm UP Electronics Corporation transaction details

Debit Account Details

| Account No. | Description | Branch |
|------------------|-----------------|-----------------------|
| 0000020069127225 | Savings Account | BESANT NAGAR, CHENNAI |

Reference Number: 220957521676

Department ID: UPELCC

EMD Amount: 2

Tender Fee: 1

RISL Fee: 0

Amount: 3

Amount in Words: Three Rupees only

[Confirm](#) [Back](#)

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State Bank of India

STATE BANK OF INDIA (IN) https://merchant.online.sbi.com/merchant/merchantinter.htm

Your previous site visit: 05-Mar-2018 19:03 IST

UP Electronics Corporation 06-Mar-2018 [13:00 IST] [Help](#)

Account Details

| | |
|-------------------|------------------------|
| Reference No. | KGAD2GG06 |
| Debit Account No. | 0000020069127225 |
| Reference Number | 22095751332 |
| Amount | INR: 2.00 |
| Amount in Words | Two Rupees only |
| Status | Completed Successfully |
| Debit Branch | BESANT NAGAR, CHENNAI |
| Date - Time | 06-Mar-2018 13:00 IST |

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iv. As in below, you will receive bank response immediately by verifying the payment status, whether **Success** or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click **Next** to go to Bid Preparation details, as in screenshot.

The screenshot displays the 'BID MANAGEMENT' section of a web application. On the left is a sidebar menu with categories: 'User Management' (My Accounts, My Documents), 'Auction Management' (My Auctions, Live Auctions, View Auction History), and 'Bid Management' (Search Active Tenders, My Tenders, Clarification, My Active Bids, Short fall Documents, Online Payment Status, My Bids History, Short Fall Documents History, Archived Clarification, Tender Status, My Withdrawn Bids). The main content area is titled 'BID MANAGEMENT' and contains a sub-header 'Bank Response On Payment Details'. A yellow banner at the top of the main area states: 'Your Online transaction has been completed successfully.' Below this, transaction details are listed: Organization Chain: NIC||NIC Contracts, Tender Reference Number: PW3/23401/18, Tender ID: 2018_LSGD_204397_1, and Tender Title: PW3/23401/18 PRO.NO.604/18-19 DIVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING. A section titled 'Bank Response On Payment Details' contains the following information: eProcurement Ref. Number: 220957531332, PRN Number: 220957531332, Bank / UTR Number: IGADAZGG06, Bank Name: SBI Bank, Status: Success, Status Description: Completed successfully, Tender Fee in ₹: 1, EMD Fee in ₹: 1, and Total Fee in ₹: 2. A 'Next' button is located at the bottom right of the main content area.

v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

BID MANAGEMENT

My Tenders → 2018_XSITHM_203916_2 → Transaction Message

Organization Chain : NIC||NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DIV.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Bid Process List

| S.No | Bid Process | Action |
|------|-------------|--------|
| 1 | Profile | |

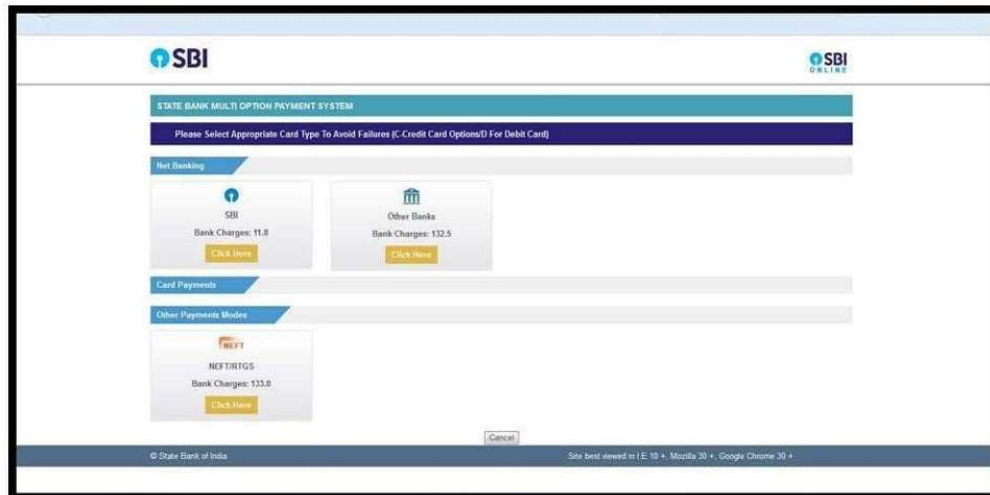
Bid Payment Details

| S.No | Fee Type | Actual Fee | Exempted Fee | Fee To Be Paid | Paid Fee |
|------|------------|------------|--------------|----------------|------------|
| 1 | Tender Fee | 1.00 (INR) | 0.00 | 0.00 | 1.00 (INR) |
| 2 | Emd Fee | 2.00 (INR) | 0.00 | 0.00 | 2.00 (INR) |

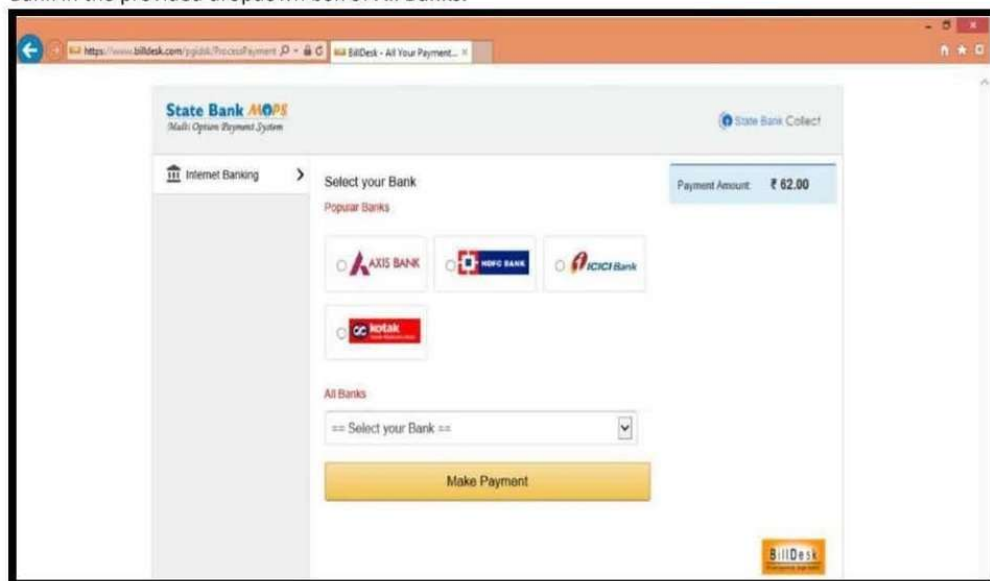
Encrypt&Upload

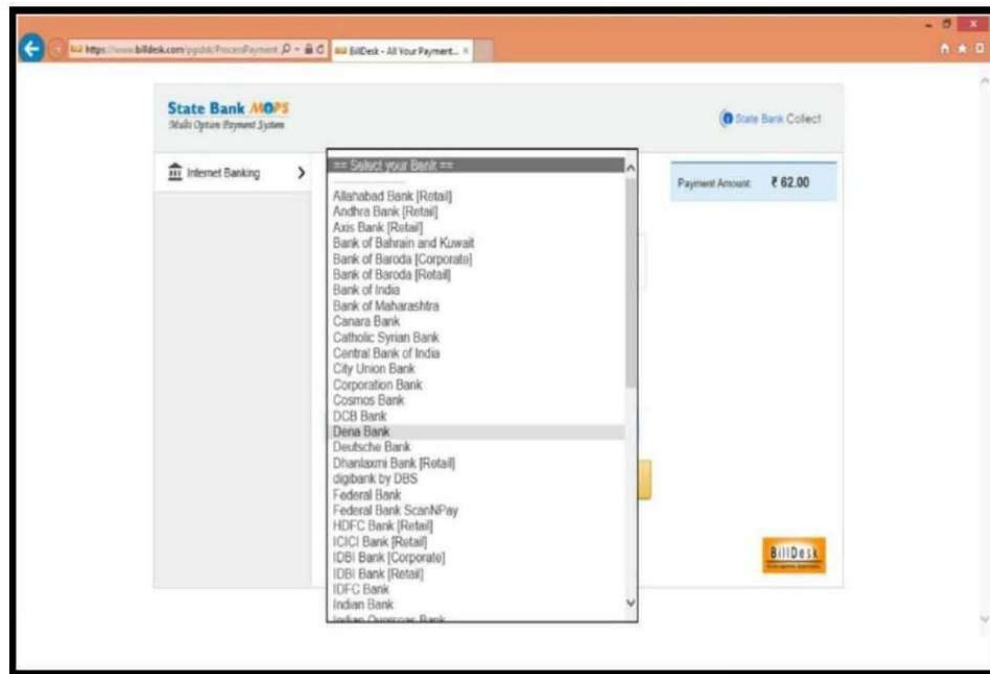
b) OTHER BANKS :

- i. Bidders with other bank account may click **Other Banks** option to proceed to SBI Net Banking Page

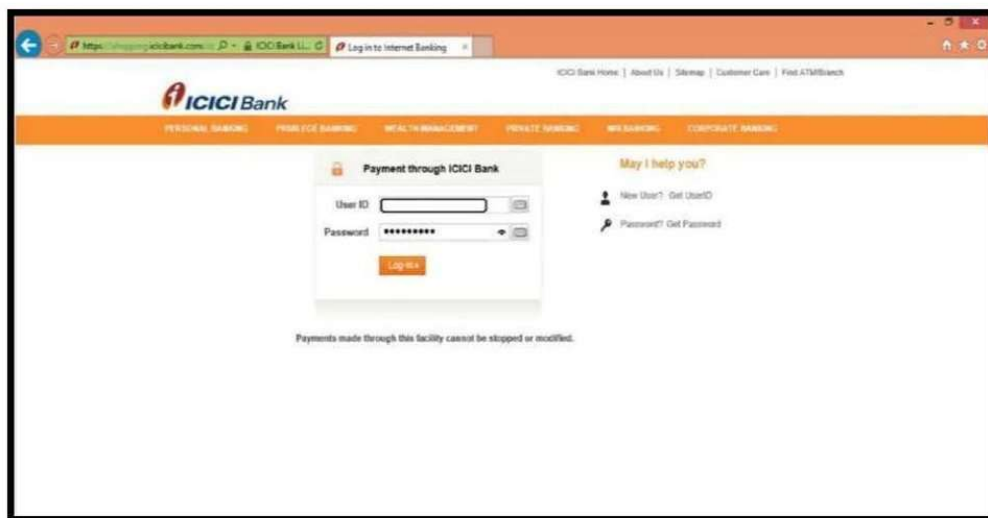
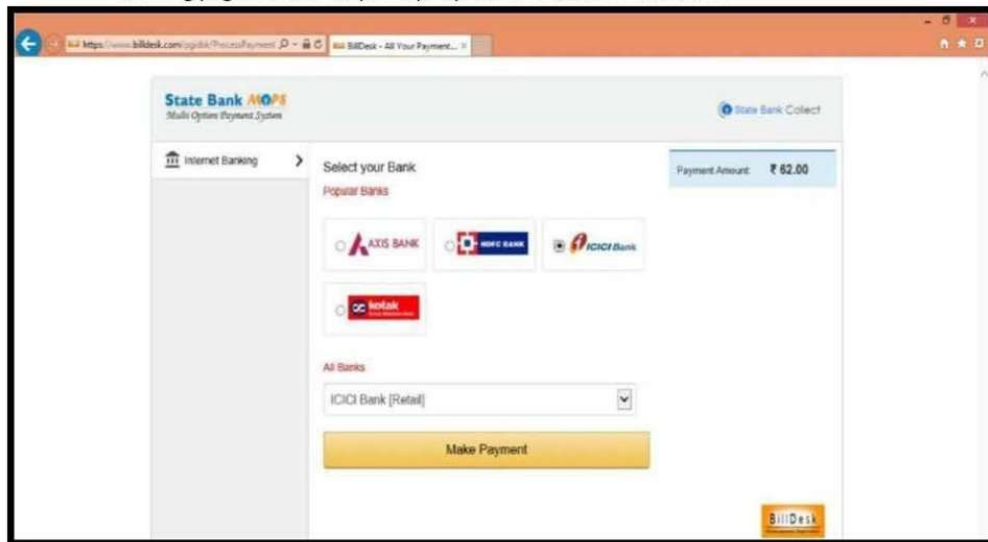


You may select the appropriate Bank from selection page. As an example, we are proceeding with ICICI Bank in the provided dropdown box of **All Banks**.





- ii. After selecting ICICI Retail Banking, Click **Make Payment** Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.



Make a Payment

You now have the option of paying from either your savings account or Prepaid wallet.

Payment Details

Pay From:

Pay To: State Bank of India - NRI Dept (SB)

Amount (INR): 62.00

Remarks:

[Click here to view terms & conditions.](#)

Notes:

1. By clicking on the 'Pay' button, you are agreeing to the terms and conditions as given above.
2. After clicking the 'Pay' button, please wait for sometime while we pass on your payment details to the seller.
3. Please do not refresh or close the browser window.
4. Please check the status of the payment with the merchant after 7 days of transaction date. In case the merchant does not update the payment within 7 days, please contact our [24x7 Customer Care](#) for further assistance.

Customer Service
Customer Care Numbers

Useful Links
[Get User ID / Forgot Your ID](#) | [Online Banking](#) | [Savings Account](#) | [PPF](#) | [Personal Finance Tools](#) | [Fund Transfer](#) | [Gold Rate Today](#) | [Mobile Banking](#) | [Credit](#)

Visit Other ICICI Bank Sites
[ICICI Group](#) | [ICICI Foundation](#) | [ICICI Lombard](#) | [General Insurance](#) | [ICICI Securities](#) | [ICICI Prudential Life Insurance](#) | [ICICI Prudential AMC](#) | [ICICI Venture](#) | [ICICI Direct](#) | [ICICI Financial Consulting](#) | [ICICI Home Finance](#) | [IndusInd Bank](#) | [IndusInd Capital Markets](#) | [IndusInd Insurance](#) | [IndusInd Life Insurance](#) | [IndusInd Securities](#) | [IndusInd Wealth Management](#)



The screenshot shows the 'Confirm Details' page on the ICICI Bank Privilege portal. The page displays transaction details for a payment of ₹62.00 to State Bank Of India - INB Dept.(BILL DESK BPC). It prompts the user to enter details to authorize the transaction, including a Grid Card (a 3x3 grid of numbers) and a One Time Password (OTP) sent to the registered mobile number.

Details

| | |
|--------------|--|
| Pay From | |
| Pay To | State Bank Of India - INB Dept.(BILL DESK BPC) |
| Amount (INR) | 62.00 |
| Remarks | |

Please enter these details to authorize the transaction

Grid Card

| | | |
|---|---|---|
| 1 | 2 | 3 |
| 4 | 5 | 6 |
| 7 | 8 | 9 |

Please enter the following digits of your Detail Grid (This will be on the back of your card) for Account Number: 00601567890

| | | |
|---|---|---|
| B | H | J |
| | | |

One Time Password

OTP has been generated and sent to your registered Mobile Number



The screenshot shows the 'Payment Successful' page on the ICICI Bank Privilege portal. It confirms that a payment of ₹62.00 has been made successfully to State Bank Of India - INB Dept.(BILL DESK BPC). It provides the Merchant Reference Number (NIC6260234178) and the Transaction Reference Number (1443563349). It also includes a note to wait for payment confirmation and a disclaimer to contact the merchant for transaction-related queries.

Payment Successful

Your payment of INR 62.00 has been made successfully to State Bank Of India - INB Dept.(BILL DESK BPC)

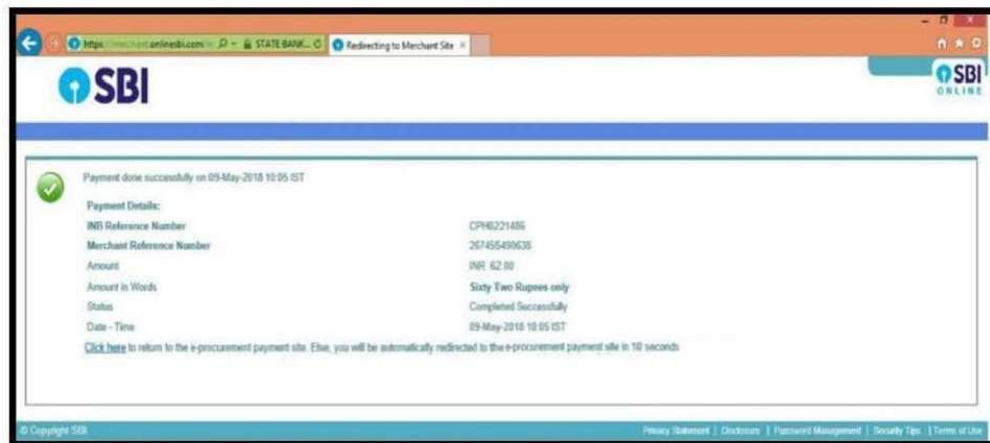
Your Merchant Reference Number is NIC6260234178

Your Transaction Reference Number is 1443563349

Kindly wait while we pass on your payment confirmation to State Bank Of India - INB Dept.(BILL DESK BPC)

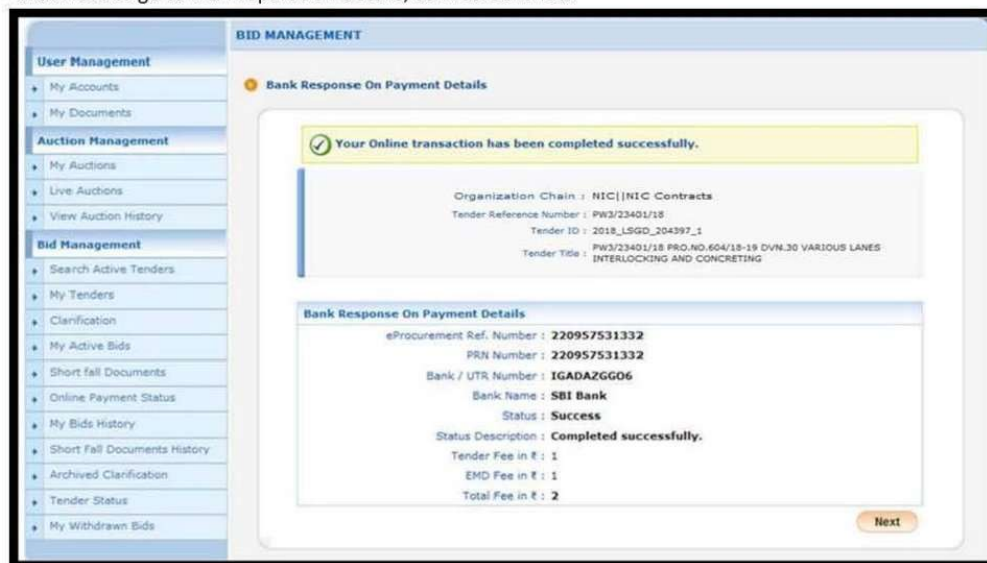
Please Note: For any transaction related queries, please contact the merchant and quote the Merchant Reference Number mentioned above.

- iii. After, successful payment, system will direct you to payment confirmation page.



- iv. As in below, you will receive bank response immediately by verifying the payment status, whether Success or not. In case, payment was debited from account and further, **Payment Failure** is shown, immediately contact the eProcurement helpdesk, for resolution, before tender closing time.

Click **Next** to go to Bid Preparation details, as in screenshot.



v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

BID MANAGEMENT

My Tenders • 2018_KSITH_203916_2 • Transaction Message

Organization Chain : NIC||NIC Contracts
Tender Reference Number : PW3/23401/18
Tender ID : 2018_LSGD_204397_1
Tender Title : PW3/23401/18 PRO.NO.604/18-19 DIVN.30 VARIOUS LANES INTERLOCKING AND CONCRETING

Bid Process List

| S.No | Bid Process | Action |
|------|-------------|--------|
| 1 | Profile | |

Bid Payment Details

| S.No | Fee Type | Actual Fee | Exempted Fee | Fee To Be Paid | Paid Fee |
|------|------------|------------|--------------|----------------|------------|
| 1 | Tender Fee | 1.00 (INR) | 0.00 | 0.00 | 1.00 (INR) |
| 2 | Emd Fee | 2.00 (INR) | 0.00 | 0.00 | 2.00 (INR) |

[Encrypt&Upload](#)

C) NEFT/RTGS

- (i) Bidders may choose the type of transaction and proceed for payment.

SBI ONLINE

STATE BANK MULTI OPTION PAYMENT SYSTEM

Please Select Appropriate Card Type To Avoid Failures (C-Credit Card Options/D For Debit Card)

Net Banking

SBI
Bank Charges: [Click Here](#)

Other Banks
Bank Charges: 59.0 [Click Here](#)

Card Payments


Other Payments Modes

NEFT/RTGS
Bank Charges: 0.0 [Click Here](#)

[Cancel](#)

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- (ii) Please click the check Box to proceed to the payment and click on the Confirm Button.



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☐ I have read and accepted the terms and conditions stated above
(Click Check Box to proceed for payment)

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- (iii) Please ensure that your account has sufficient balance, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment.





Your site visit: 18-Sep-2018 [11:45 IST]

e-procurement payment

| Payment details | |
|------------------|------------------|
| Reference Number | 117725193159 |
| Department ID | AAA |
| EMD Amount | 3 |
| Tender Fee | 2 |
| RISL Fee | 0 |
| Amount | 5 |
| Amount in words | Five Rupees only |

[Click here](#) to abort this transaction and return to the e-procurement payment site

 > Mandatory fields are marked with an asterisk (*)

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(iv) Click **Confirm** button as below, to transfer payment.

Your site visit: 18-Sep-2018 [11:46 IST]

e-procurement payment

| | |
|------------------|------------------|
| Payment details | |
| Reference Number | 117725192159 |
| Department ID | AAA |
| EMD Amount | 3 |
| Tender Fee | 2 |
| RSL Fee | 0 |
| Amount | 5 |
| Amount in words | Five Rupees only |

[Confirm](#)

> Mandatory fields are marked with an asterisk (*)

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(v) The challan is generated after successful transaction.

Your site visit: 18-Sep-2018 [11:46 IST]

e-procurement payment NEFT/RTGS Form

| | |
|--|-------------------------|
| Beneficiary Details | |
| Beneficiary Account Number (Do not enter as it appears) | 7192429002107 |
| Account | No. 1 |
| Amount In Words | Five Rupees only |
| Beneficiary Bank | State Bank of India |
| Beneficiary IFSC Code | SBIN0017676 |
| Name & Address | emc-procurement payment |
| Beneficiary Reference Number | 117725192159 |

Disclaimer:

a. The remittance should be within the prescribed time and as per the terms and conditions specified in tender.
b. Please ensure the correctness of details entered while remittance through RTGS/NEFT. SBI and third party will not be responsible for the transactions reported due to incorrect details reported.
c. For RTGS/NEFT transactions, date and time at which payment is received in SBI would be relevant for the purpose of determining the issue as to whether payment was received in time or not. Therefore, bidder should make transactions well in advance so as to ensure that the payment reaches SBI before date and time for submission of order.
d. Bidder for which payment is received after closing date time for submission of order that would be reported and would not be considered for further processing. The payment would be returned back to the bank service from which the remittance was made.
e. Bidder should ensure that the payment comes in a proper format. The remittance for which payment is received before bid closing date and time would be reported in RTGS/NEFT in the portal otherwise bidder may contact their bank from which the transaction was made.
f. Bidder should ensure that under direction from SBI the payment is sent in single transaction and not in multiple.
g. Bidder should ensure that account no. entered during RTGS/NEFT transactions at any bank counter or Internet banking site is the same as it appears in this remittance form. Bidder should not provide the account number.
h. In additional information the bidder name, company name etc. should be entered in the account no. column along with account no. for RTGS/NEFT transactions.
i. Call or transfer money for remittance in SBI and account details not allowed and the payment may be treated as invalid and the negative bid is liable to be rejected.
j. Please ensure RTGS is done your remittance bank for your remittance reference.
k. Please note that this is only a remittance information form and not an acknowledgment of remittance.

In case the above points are not followed, the payment may be treated as invalid and the remittance bid is liable to be rejected.

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[Click here to access the Remittance Form](#)
[Click here to Download it as PDF](#)
[Click here to view the RTGS/NEFT details](#)

(vi) The Downloaded challan of the e-procurement RTGS/NEFT Remittance Information

| e-procurement payment RTGS/NEFT Remittance Information Form | |
|--|-----------------------|
| Beneficiary Details | |
| Beneficiary Details | |
| Beneficiary Account Number (to be entered as it appears) | PSEGACPJ8923167 |
| Amount | Rs. 5 |
| Amount In Words | Five Rupees only |
| Beneficiary Bank | State Bank of India |
| Beneficiary IFSC Code | SBIN0017676 |
| Name and Address | e-procurement payment |
| Beneficiary Reference No | 117725193159 |
| Instructions for remitting Bank: <p>a. This form is valid for remittance through non-SBI branches.</p> <p>b. Beneficiary account no. is alpha-numeric and case sensitive. It should be entered as it appears above.</p> <p>c. Amount to be remitted should not be higher or lesser and should be the same as shown above.</p> | |
| Note for Bidders: <p>a. Bidder should ensure that account no. entered during RTGS/NEFT remittance at any bank counter or Internet banking site is the same as it appears in this remittance form. Bidder should not truncate or add any other detail to the above account number.</p> <p>b. No additional information like bidder name, company name, etc. should be entered in the account no. column along with account no. for RTGS/NEFT remittance.</p> <p>c. Account to Account transfers or Cash payments are not allowed and are invalid mode of payments. Hence, this remittance form is to be used only for RTGS or NEFT payment.</p> <p>d. Bidder should ensure that tender document fees and EMD are remitted as one single transaction and not separate. The remittance should be within the prescribed time and as per the terms and conditions specified in tender.</p> <p>e. Please ensure the correctness of details inputted while remittance through RTGS/NEFT. Please also ensure that your banker keys in the Account Number (which is case sensitive) as displayed in this form. SBI and Merchant should be relevant for RTGS/NEFT remittance.</p> <p>f. For RTGS the purpose of remittance should be relevant for RTGS/NEFT remittance. Therefore, bidders should make the remittance before date and time for submission of tender.</p> <p>g. Bids for which Payment is received after closing date/time for submission of tender/bid would be rejected.</p> | |

AIRPORTS AUTHORITY OF INDIA
GENERAL GUIDELINES FOR BIDDERS

1. EPC e-tenders are invited through the e-tendering CPP Portal by Assistant General Manager (Engg-C), AAI, O/o APD Jammu, Civil Airport, Jammu 180003, (Bid Manager) on behalf of Chairman, AAI from the eligible contractors for the composite work of ***"Construction of Interim Terminal Building and allied works at Udhampur Airport (J&K)"*** at an estimated cost of **Rs. 30.24 Crores** (excluding GST) with completion period of 07 months (Including 01 months for rain) having DLP of 24 months after actual date of completion of work.
1. The Tenders shall be in the prescribed Form are invited in two bid system:
 - i) Envelope-I : Bid Tender processing fee, EMD, Technical Bid and Pre-qualification.
 - ii) Envelope -II : Financial Bid.
2. Not more than one Tender shall be submitted by a contractor or by a firm. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
3. The Accepting Authority as per delegation of powers in vogue shall be the Accepting Officer hereinafter, referred to as such for the purpose of this contract.
4. Tender documents consisting of plans, specifications, Schedule of quantities of the work to be done, the conditions of contract and other necessary documents can be downloaded from the CPP e-tendering portal.
6. (i) Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. The bidders shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

(ii) Layout/alignment of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in this 'TENDER DOCUMENT' shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability

whatsoever in relation to or arising out of any or all contents of this 'TENDER DOCUMENT'.

7. Submission of e-tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and rates at which stores, tools and plant, etc. issued to him by Airports Authority of India, local conditions, local material rates and other factors bearing on the execution of the works.
8. **All rates (Exclusive of GST, PF, ESI etc.)** shall be quoted in the respective Section in CPP e-tender Portal (Financial Bid i.e. Envelope-II).
9. Bidder must ensure to quote rate of each item. The column meant for quoting rate in figures appears in blue colour and the moment rate is entered, it turns sky blue. In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO). However, if a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section/subhead in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
10. The tenderer should study the complete tender document. In order to facilitate AAI to prepare responses, the interested tenderers are requested to submit their queries (if any), in CPP e-tender portal only, as per time schedule specified in NIT. The tenderers queries shall be replied through e-portal.
11. Earnest Money Deposit (EMD):
 - a. On acceptance of the Tender, the earnest money will be treated as part of the security deposit. The EMD of the successful tenderer will be returned if the tenderer furnishes the security deposit.
 - b. No interest or any other expenses, whatsoever on the EMD will be payable by AAI.
12. Power of attorney/authorization for signing tender:
 - a) Only the Power of Attorney/Authorization holder of the tenderer on whose name the tender has been uploaded shall sign the Tender documents.
 - b) The name and designation of the person or persons of the company who is authorized to sign shall be clearly indicated in the authority letter.
13. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
14. A responsive bidder is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents. A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.

- 15.** A major modification is one which affects in any way the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of AAI, as required in the specifications and contract documents. Any modification in the terms and conditions of the Tender which are not acceptable to AAI shall also be treated as a major modification and Tender of the bidder will be liable to be rejected.
- 16.** The Accepting Authority does not bind itself to accept lowest tender or any tender and reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates. No claim whatsoever will be entertained on this account
- 17.** The Tenderer shall not be permitted to tender for works in Airports Authority of India Engineering Department, responsible for award and execution of contracts, in which his near relative is posted as Manager (Finance & Accounts) or Sr. Officer or as an engineer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years.
- 18.** The contractors shall give a list of AAI employees related to him.
- 19.** No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of Airports Authority of India/Govt. of India is allowed to work as a contractor for a period of two years of his retirement from Airports Authority of India/ Government service, without the prior permission of Airports of India/Govt. of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Airports Authority of India/Govt. of India as aforesaid before submission of the Tender or engagement in the contractor's service.
- 20.** On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated to the Engineer-in-Charge within 10 days of acceptance of tender.
- 21.** The site for the work shall be made available in full or in part as indicated in respective Schedule. Agencies are advised to visit site in detail, before submission of the bid.
- 22.** A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also, if the credential submitted by the firm found to be incorrect/false or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
- a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall not be considered for evaluation and liable for debarment from tendering in AAI for a period of up to **two (02) years** in any name / style, apart from any other appropriate contractual / legal action, including termination of the contract shall be taken if discovered at a later stage.

23. Comparison and Evaluation of Tender:

- a) Prior to detailed evaluation, AAI will determine the substantial responsiveness of tender document. A substantial responsive tender is one, which confirms to all the terms and conditions of the Tender.
- b) A tender is determined as not responsive, if tender is submitted incomplete, annexures are not filled up, unconditional acceptance letter and integrity pact not found in proper form etc. as described above such tenders are liable to be rejected by AAI.
- c) In case if any condition is found violated after opening Envelope-I i.e. Technical Bid and Pre-Qualification documents, the tender shall be liable to be rejected and AAI shall, without prejudice to any other remedy, be at liberty to take any suitable action, as deemed fit including forfeiture of full said earnest money deposit absolutely.

24. Queries, Replies and Clarifications:

- i) If the bidder has any query related to the Tender Document of the work they should use 'Query/ Reply' tab in e-tendering portal to seek clarifications. No other means of communication in this regard shall be entertained. **Query received after due date shall not be entertained.**
- ii) If any clarification is needed by AAI from the bidder about the deficiency in his uploaded documents in Envelope – I, they will be asked to provide it through e-tendering portal. The bidder shall upload the requisite clarification/documents within specified time of receipt of such request from AAI, failing which tender will not be considered for the subsequent stages.

25. Price/ Financial Bid:

The Price e-Bid through CPP e-portal.

- a) Tenderer should download the "Tender Document" file along with BOQ from the CPP e-tendering portal and upload the digitally signed BOQ file along with desired documents in Envelope-I.
- b) Rates to be quoted in the column mentioned for rate only.
- c) The offer from those contractors who's digitally signed required documents are not found in "Envelope-I" will not be considered and will stand rejected and Envelope-II (financial bid) of such contractors shall not be opened.
- d) Price bid shall only be accepted in the desired format. No other format shall be accepted.
- e) In case, the condition 25 (d) above is found violated, the tender shall be rejected.

26. EVALUATION OF CREDENTIALS:

- a) For determining eligibility of tenderer in terms of work experience and financial turnover, completion cost shall be considered exclusive of GST, ESI, PF and maintenance i.e. O & M/AICMC cost. The Bidder shall give undertaking **(As per Annexure- 16)** mentioning whether the GST/Pre GST-Taxes, ESI & PF, maintenance i.e. O & M/AICMC cost are included in the completion cost or not in the client completion certificate. If included, the bidder shall mention the percentage/ break up cost of these components.

b) In case of non-submission of required undertaking, AAI shall determine GST/Pre-GST Taxes, ESI & PF components as per CPWD / AAI guidelines amended time to time and shall carry out further evaluation accordingly.

27. REJECTION OF TENDER:

- i) Airports Authority of India reserves the right to reject all the tenders or any of the tender or any part of tender without assigning any reason.
- ii) AAI reserves the right at its sole discretion not to award any work under this tender. AAI shall not pay any costs or loss incurred by the tenderers in the preparation and submission of any requisite tender or technical proposal or to procure contract for any of the items described herein.
- iii) If the tenderer deliberately gives wrong information or suppress any information in his Tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and to forfeit the Earnest Money, absolutely, in addition to any other appropriate/legal action.
- iv) Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by firms who resort to canvassing are liable for rejection.
- v) Any deviation in the Tender submission procedure will be considered as non-responsive bid and liable to be rejected.
- vi) A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.
- vii) Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
- viii) The tenderer is expected to examine the tender document including all instructions, forms, terms, specifications, drawings, etc. Failure to furnish all information required as per the tender documents or submission of a tender not substantially responsive to the tender document in any respect may result in the rejection of the tender.
- ix) A Tenderer shall submit the Tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected.
- x) Any tender not accompanied with EMD in the prescribed form will be considered non-responsive and rejected.

28. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may have tendered for the same work. Failure to observe this condition would render tender of the contractor tendering as well as witnessing the tender, liable to summarily rejection.

29. AAI shall be the sole judge in the matter of evaluating & accepting Envelope-I, Price bids and award of contract and decision of AAI shall be final & binding.

30. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award of work) If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAI shall take the following action:

- a. Forfeit the entire amount of EMD submitted by the firm.
- b. The agency shall be liable for debarment from tendering for minimum **two (02) years** in AAI in any name/style, apart from any other appropriate contractual / legal action.

31. (a) IMPLEMENTATION OF INTEGRITY PACT

Signing of Integrity Pact is mandatory for every bidder/contractor if provided so in tender document.

All tenderers shall have to submit an undertaking as per **Annexure-20** along with tender documents. AAI shall appoint Independent External Monitor(s) to oversee effective implementation of Integrity Pact for such works / supplies. For this purpose, a panel of Independent External Monitors shall be constituted by the Authority in concurrence with Central Vigilance Commission (CVC).

- i. The Contractor / Supplier shall have to act in accordance with the conditions laid down in the integrity pact.
 - a) Signing of Integrity Pact is mandatory for every bidder/ contractor in this procurement/bid process, and scanned copy of the same may be submitted in the (Envelope-I) in CPP Portal tendering portal.
 - b) The Bidder / contractor shall commit itself to ensure taking all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage as specified in section 3 of the integrity pact.
 - c) Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder) shall entitle the authority to take all or any one of the actions as specified in section 6 of the integrity pact.
- ii. In case any violation of above conduct is established, AAI reserves right to take following actions.
 - a) If contractor commits a violation of its commitments and obligations under the Integrity Pact Program during bidding process, he shall be liable for disqualification from tender process and forfeiture of his Earnest Money Deposit / Bid Security.
 - b) In case of violation of the Integrity Pact after award of the contract, Authority is entitled to terminate the contract and shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit or Performance Bank Guarantee, whichever is higher.
 - c) Authority may initiate appropriate proceedings against the contractor.
 - d) Contractor will be liable to pay damages as determined by the Authority.
 - e) Contractor against whom an action for violation of its commitments and obligations has been taken earlier again commits a violation, the Authority is entitled to debar such contractor for future tender / contract processes for a period as deemed fit.
 - f) A violation is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along- with Independent External Monitor's recommendations / suggestions that no reasonable doubt exist in the matter.

- iii. Bidder signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter.

The details of Independent External Monitor (IEM) for this work will be:

| | |
|---|--|
| 1. Shri Satish Chander, MES [Retd.] A-1, 601, Windsor Avenue, Wanowrie, Pune - 411022 Mobile no. 094172-56367 Email – satishchander.adg@gmail.com | 2. Shri P. R. Ravikumar, IRS [Retd.] Akshath, No.84, First Avenue, Kumaranasan Nagar, Elamkulam PO, Ernakulam, Kerala – 682020 Mobile no. 085470-02410 & 088487-67105 Email: prravikumar@yahoo.com |
|---|--|

- i) Any query related to tender document or problem in e-bidding process should normally be addressed to bid manager as mentioned in General Instruction for Online bid submission in para "Assistance to Bidders". ***No bid procedure related query shall be referred to Independent External Monitors (IEMs).***
- ii) Update with regard Integrity Pact may please be seen on AAI Website by following the access path www.aai.aero > Vigilance > Integrity Pact or www.aai.aero>Vigilance>Vigilance Events>Integrity Pact.

(b) Code of Integrity

No official of AAI or a bidder shall act in contravention of the codes which includes

- i) prohibition of
- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - (c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction of any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- ii) disclosure of conflict of interest.
- iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

33. STANDARD PRINTED CONDITIONS

Standard printed conditions of the tenderer if any submitted along with the offer will not be accepted.

- 34.** If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors/ Partners/Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.
- 35.** Any bidder or any of its Joint Venture Member or shareholder thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the project shall be liable to be rejected due to conflict of interest.
- 36.** The Tender for the work shall remain open for acceptance for a period **Ninety Days (90) days** from the date of submission of bids i/c extension, if any. If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.

BID MANAGER

Assistant General Manager (Engg-C)
Airports Authority of India
O/o APD Jammu,
Civil Airport,
Jammu-180 003

PRE-QUALIFICATION PROFORMA

(To be filled & Uploaded by applicants along with tender documents)

Name of Work: " Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K)."

All financial documents to be submitted without GST.

| S. No. | Qualifying criterion | Supporting document must have the following salient information which AAI would like to note | Enclosure Check-list | Page No. of document in PDF file (uploaded in CPP Portal) |
|--------|--|--|---|---|
| | <u>Details of Agency</u> | | | |
| 1. | Name and registered office address of the Applicant Contractor/ Firm | Name: Address: | Details to be filled. Copy uploaded: Yes / No | |
| 2. | Telephone, Fax & E-mail | Telephone: Email: | Details to be filled. Copy uploaded: Yes / No | |
| 3. | Whether Bidder is Proprietary firm | YES/ NO | | |
| 4. | Online Receipt of Tender Fee Submission | Bank Name: Amount: Date: | Details to be filled. Copy uploaded: Yes / No | |
| 5. | Online Receipt of EMD Fee submission or Scanned copy of Insurance Surety Bond (as per Annexure-A, A1 & A2 & 2C) / BG against EMD with copy of the SFMS (Structured Financial Messaging System) BG confirmation message along with Annexure-1, 2, 2A, 2B & 2C | Bank Name/ Insurance Company Name: Amount: BG No / Surety Bond No.: Issue Date: Validity: copy of SFMS BG Confirmation message: | Details to be filled. Copy uploaded: Yes / No | |

| | | | | | |
|-----|---|---------|---------------------|--|--|
| 6. | Scanned copy of Tender Acceptance Letter on Bidder's Letter Head. (As per Annexure 3) | | | Details to be filled. Copy uploaded: Yes / No | |
| 7. | Scanned copy of Permanent Account Number (PAN) & GST Registration Number | | | Details to be filled. Copy uploaded: Yes / No | |
| 8. | Undertaking for GST Registration (As per Annexure 4) | | | Details to be filled. Copy uploaded: Yes / No | |
| 9. | Scanned copy of 'Undertaking' regarding Blacklisting/ Debarment on Bidder's Letter Head. (As per Annexure 5) | | | Details to be filled. Copy uploaded: Yes / No | |
| 10. | Scanned copy of details of similar works completed during last seven years with completion certificate issued by client. (As per Annexure 6) | | | Details to be filled. Copy uploaded: Yes / No | |
| 11. | Annualized average financial turnover of not less than Rs. 10.71 Crores against works executed during last three financial years i.e. ending on 31.03.2025 . As a proof, copy of Abridged Balance Sheet along with profit and loss account statement of the firm for last three years shall be submitted along with the application (As per Annexure-7) | Year | Turnover (In Lakhs) | Proof of turn over supported with abridged balance sheets and profit & loss account uploaded: YES / NO | |
| | | 2022-23 | | | |
| | | 2023-24 | | | |
| | | 2024-25 | | | |
| | | Average | | | |
| | | | | | |
| 12. | Continuous losses for the last three years under profit and loss account statement of balance sheet, if any | Year | Profit/ Loss | | |
| | | 2022-23 | | | |
| | | 2023-24 | | | |
| | | 2024-25 | | | |

| | | | | |
|-----|---|---|---|--|
| 13. | Scanned copy of Net Worth not less than Rs 4.54 Cr. (As per Annexure-8) | | Details to be filled. Copy uploaded: Yes / No | |
| 14. | Scanned copy of Signed Integrity Pact (As per Annexure-9) | | Details to be filled. Copy uploaded: Yes / No | |
| 15. | Scanned copy of 'Undertaking' on Company's Letter to deploy sufficient plant and machinery. (As per Annexure-10) | | Details to be filled. Copy uploaded: Yes / No | |
| 16. | Scanned copy of Authorization Letter/Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company and copy of Board Resolution regarding Authority to assign Power of Attorney (No standard format). | Name of Power of Attorney Holder: CIN No.: Copy of Name of Directors of Company: Scanned copy of Board resolution regarding assigning of Power of Attorney: _____ Certificate of incorporation: _____ | Details to be filled. Copy uploaded: Yes / No | |
| 17. | CERTIFICATE FROM STATUTORY AUDITOR / COST AUDITOR/ COST ACCOUNTANT/ PRACTICING CHARTERED ACCOUNTANT REGARDING REQUIREMENT OF LOCAL CONTENTS (As per Annexure-11) | | Details to be filled. Copy uploaded: Yes / No | |
| 18. | UNDERTAKING FOR DECLARATION BY BIDDER REGARDING REQUIREMENT OF LOCAL CONTENTS (As per Annexure-12) | CLASS I: Yes/No PERCENTAGE OF LOCAL CONTENT: LOCATION: | Details to be filled. Copy uploaded: Yes / No | |

| | | | | |
|-----|--|---|---|--|
| 19. | UNDERTAKING FOR ASSOCIATION OF SPECIALIZED AGENCY (As per Annexure-13) | | Details to be filled. Copy uploaded: Yes / No | |
| 20. | Declaration for compliance to the OM issued by Govt. Of India under rule 144 (xi) of the General Financial Rules (GFRs) (As per Annexure-14) | | Details to be filled. Copy uploaded: Yes / No | |
| 21. | Form of undertaking from Indian parent/principal company firm (As per Annexure-15) | | Details to be filled. Copy uploaded: Yes / No | |
| 22. | Undertaking for regarding ESI & PF/GST or Pre-GST Taxes. (As per Annexure 16) | | Details to be filled. Copy uploaded: Yes / No | |
| 23. | <u>Qualifying Criteria</u> | | | |
| | Tenderer should have successfully completed or substantially completed three works, each of Rs. 12.10 Crores or two works, each of Rs. 15.12 Crores or one work of Rs. 24.19 Crores in single contract of similar nature of work on EPC Mode/Turnkey (Design & Build) Basis or having requisite work experience in other modes of tenders during the last 07(seven) years ending last day of month previous to the one in which tenders are invited i.e. 28.02.2026 . Similar nature means Composite work of Centrally Air- conditioned Buildings of Airport Terminal Buildings, 5 Star Hotels, Underground Metro Terminals, Shopping Malls, Business / Commercial Complexes, Super / Multi-specialty Hospitals, Institutional Buildings, Indoor stadium, Corporate Office Buildings. (The composite work includes components of Civil Building works, Electrification and E& M services like Fire Alarm/Fire Fighting, HVAC.) | | | |
| | ALL DETAILS REGARDING WORK EXPERIENCE ARE TO BE FILLED PROPERLY AS PER COMPLETION/EXPERIENCE CERTIFICATE. SEPARATE PAPER IF REQUIRED CAN BE USED. | | | |
| | Should have satisfactorily completed the specified work. | A) Certificate of completion of the Three/ Two/ One work(s) for meeting eligibility criteria as applicable. | | |
| | One work of Rs. 24.19 Crores in single contract of similar nature of work on EPC | Work No. 1 Name of work: _____ Nature of work done: _____ Value of contract: _____ Value of work done: _____ | i) Details to be filled. ii) Copy | |

| | | | | |
|--|--|---|--|--|
| | Mode/Turn Key (Design & Build) Basis during the last 07(seven) years ending last day of month previous to the one in which tenders are invited i.e. 30.04.2026 | Date of start: _____ Date of Completion as per agreement: _____ Actual Date of Completion: _____ Extension of Time granted & Levy of compensation (if any): _____ Satisfactory completion of work: _____ Whether experience from Govt. organizations or private clients: _____ Value of TDS certified by CA: _____ | of certificate uploaded: Yes / No iii) TDS certificate enclosed: YES / NO | |
| | Two works of Rs. 15.12 Crores (each in single contract) of similar nature of work on EPC Mode/Turnkey (Design & Build) Basis during the last 07(seven) years ending last day of month previous to the one in which tenders are invited i.e. 30.04.2026 | Work No. 1 Name of work: _____ Nature of work done: _____ Value of contract: _____ Value of work done: _____ Date of start: _____ Date of Completion as per agreement: _____ Actual Date of Completion: _____ Extension of Time granted & Levy of compensation (if any): _____ Satisfactory completion of work: _____ Whether experience from Govt. organizations or private clients: _____ Value of TDS certified by CA: _____ | i) Details to be filled. ii) Copy of certificate uploaded: Yes / No iii) TDS certificate enclosed: YES / NO | |
| | | Work No. 2 Name of work: _____ Nature of work done: _____ Value of contract: _____ Value of work done: _____ Date of start: _____ Date of Completion as per agreement: _____ Actual Date of Completion: _____ Extension of Time granted & Levy of compensation (if any): _____ Satisfactory completion of work: _____ Whether experience from Govt. organizations or private clients: _____ | i) Details to be filled. ii) Copy of certificate uploaded: Yes / No iii) TDS certificate enclosed: YES / NO | |

| | | | | |
|--|--|--|--|--|
| | | Value of TDS certified by CA: _____ _____ | | |
| | Three work of Rs. 12.10 Crores (each in single contract) of similar nature of work on EPC Mode/Turn Key (Design & Build) Basis during the last 07(seven) years ending last day of month previous to the one in which tenders are invited i.e. 30.04.2026 | Work No. 1 Name of work: _____ Nature of work done: _____ Value of contract: _____ Value of work done: _____ Date of start: _____ Date of Completion as per agreement: _____ Actual Date of Completion: _____ _____ Extension of Time granted & Levy of compensation (if any): _____ Satisfactory completion of work: _____ _____ Whether experience from Govt. organizations or private clients: _____ _____ Value of TDS certified by CA: _____ | i) Details to be filled. ii) Copy of certificate uploaded: Yes / No iii) TDS certificate enclosed: YES / NO | |
| | | Work No. 2 Name of work: _____ Nature of work done: _____ Value of contract: _____ Value of work done: _____ Date of start: _____ Date of Completion as per agreement: _____ Actual Date of Completion: _____ _____ Extension of Time granted & Levy of compensation (if any): _____ Satisfactory completion of work: _____ _____ Whether experience from Govt. organizations or private clients: _____ _____ Value of TDS certified by CA: _____ | i) Details to be filled. ii) Copy of certificate uploaded: Yes / No iii) TDS certificate enclosed: YES / NO | |
| | | Work No. 3 Name of work: _____ Nature of work done: _____ Value of contract: _____ Value of work done: _____ Date of start: _____ Date of Completion as per agreement: _____ Actual Date of Completion: _____ | i) Details to be filled. ii) Copy of certificate uploaded: | |

| | | | | |
|-----|---|---|---|--|
| | | <div>Extension of Time granted & Levy of compensation (if any): _____</div> <div>Satisfactory completion of work: _____</div> <div>Whether experience from Govt. organizations or private clients: _____</div> <div>Value of TDS certified by CA: _____</div> | Yes / No iii) TDS certificate enclosed: YES / NO | |
| 24. | If work is substantially completed as per Note 4, then Certificate for 'substantial completion' of project/work/asset should contain two parts. | | | |
| | Part -1 shall contain percentage of final value of work done (minimum 80%). | | | |
| | Part-II shall contain 'certificate of functional completion of project/work/asset'. | | | |
| 25. | Details of associate architect/designer firm (if any) | -Name of Associate Firms -MOU for association of associate architect & designer firm | If applicable | |
| 26. | Scanned copy of Minimum annual value of general construction work – the applicant should have achieved minimum annual value of general construction work of Rs 60.49 Crores (as certified by Chartered Accountant and at least 50 (fifty) percent of which is from Engineering (Civil/Electrical/Mechani | | Details to be filled. Copy uploaded: Yes / No | |

| | | | | |
|--|--|--|--|--|
| | cal as relevant to the work being procured) construction works) carried out in any of the year during last five (05) years, ending 31.03.2025. (As per Annexure-17) | | | |
| 27. | Any other information | | | |
| <div style="display: flex; justify-content: space-between;"> <div> <i>Place:</i> <i>Date:</i> <i>Firm</i> </div> <div style="text-align: right;"> <i>SIGNATURE WITH STAMP</i> <i>Authorized signatory of the</i> </div> </div> | | | | |

I/We here-by declare that we have understood the requirement of this proforma and details of works mentioned in S. No. 23 shall only be considered by AAI for PQ qualification of our firm.

Date:

Place:

Signature of tenderer along with Seal.

Note: -

1. Only the work mentioned in S. No. 23 shall be considered for bid evaluation of firm during PQ qualification. **If no work is mentioned in above mentioned S. No. 23, then the firm's work experience shall not be considered for bid evaluation.**
2. Bidder has to ensure that they will submit the documents only for the works which are to be considered for PQ qualification and their details must be provided in the proforma mentioned above. No irrelevant documents / information to be submitted along the bid.
- 3. Non-submission of required documents for PQ would make the tender liable for rejection.**

Form of Insurance Surety Bond towards EMD
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

Name of Work:

To,

{AIRPORTS AUTHORITY OF INDIA _____
AIRPORT}

WHEREAS THIS SURETY BOND AGREEMENT is executed atthisday of
.....20....

BETWEEN

- a. M/s. (Name of the Bidder) having its Registered/Head Office at
..... (Hereinafter called "the Bidder" which expression shall include its successors,
administrators, executors and assigns) ;

AND

- b.(Name and Address of Insurer) having its registered office at
.....(hereinafter called "the Insurer" which expression shall include its successors,
administrators, executors and assigns)

AND

- c. Airports Authority of India, a Statutory Body constituted under the Airports Authority of India Act, 1994 State
Bank of India Act, 1955 having its Central Headquarters at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi,
110003 (hereinafter called the "AAI");

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. **{Tender Reference No.}**, dated
M/s **{Agency's Name}** having its Registered/Head Office at **{address}** (hereinafter called the 'Agency') wish to participate in the said bid for **{Tender Title}**.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of(*)..... valid for days from(**) required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents/NIT No.

We, the {Name of the Insurer} having our Head Office at {address of the Insurer} guarantee and undertake to pay truly AND immediately on demand by **Airports Authority of India** (hereinafter called the 'Owner') and its successors and assigns by these presents the amount of.....(*) on first written demand, without any DEMUR, reservation, protest, demand and recourse, the insurer binds itself, its successors and assigns by these presents. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Agency and/or any right/remedy available to the Agency in terms thereof.

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him; or

(3) In the case of a successful Bidder, if the Bidder fails or refuses within the specified time limit

1. To execute the Contract Agreement, or
2. To furnish the required performance security/guarantee within the prescribed time.
3. The proceeds of Surety Bond (EMD) shall be payable to Owner in case of breach of any of the terms and conditions of the tender by the bidder.

WE undertake to pay to the Owner up to the above amount upon receipt of its first written demand, without the Owner having to substantiate its demand, and that in its demand the Owner/may note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

The Surety Bond shall not be affected by any change in the constitution or winding up, any absorption, merger

or amalgamation of any of the parties to this surety bond, with any other person.

In the event that the obligations of Owner of this Surety Bond are assigned or novated to a third party, the Surety agrees that this Bond shall remain in full force and effect and shall be deemed to apply to the new principal as if originally named herein, provided that the Surety's liability shall not be increased or extended beyond the original terms of this Bond.

This Surety Bond shall be governed by Indian Law and is to be construed in accordance with Indian Law in all its respects. Each hereby agrees to submit to the jurisdiction of the Courts at (#), and to comply with all the requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of the Courts at (#)

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to.....(@) If any further extension of this Insurance

Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s **{Agency's Name}** on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this day of 20..... at

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp and Complete Address,
Telephone and Email of the Authorized Signatory)

Authorized Vide Power of Attorney PoA No.....

WITNESSES:

- (i) Name & Signature
- (ii) Name & Signature

Date.....

NOTE:

1. (*) The amount shall be equivalent to EMD amount specified in the tender.
(**) This shall be the last date of bid submission deadline.
(@) This date shall be thirty (30) days after the last date for which the bid is valid.
(#) This shall be the place where the tender is floated by AAI.
2. The Insurance Surety Bond shall be from an Insurer, registered under the Insurance Act, 1938 as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Owner shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond shall be executed on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Suppliers are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Suppliers are required to fill up this Form and enclose the same with the Insurance Surety Bond.
6. Each page of Insurance Surety Bond for EMD shall be duly signed / initialed by the executing officers and the last page shall be signed in full by the duly authorized signatory of Insurance Company alongwith two witnesses.

Annexure-A 1

DETAILS OF INSURANCE SURETY BOND

NAME OF WORK: Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K)

| | | | | | | | |
|----|--|-----|---|---------------------|-----|---------|--|
| 1. | INSURANCE SURETY BOND NO | : | | | | | |
| 2. | VENDOR NAME / VENDOR CODE | : | NAME | | | | |
| | | | VENDOR CODE | | | | |
| 3. | INSURANCE SURETY BOND AMOUNT | : | | | | | |
| 4. | TENDER NO. | : | | | | | |
| 5. | NATURE OF INSURANCE SURETY BOND | : | | | | | |
| | (Please Tick (✓) is Whichever Applicable | | PERFORMANCE INSURANCE SURETY BOND | SECURITY DEPOSIT | EMD | ADVANCE | |
| 6. | INSURER DETAILS | (A) | EMAIL ID: | | | | |
| | | (B) | ADDRESS: | | | | |
| | | (C) | PHONE NO: | | | | |

(SIGNATURE OF THE TENDER WITH COMPANY SEAL)

Annexure-A 2

Format for Letter of undertaking from the Bidder to Insurance Firm

(To be submitted along with Earnest Money Deposit to Airport Authority of India)

(To be submitted in the Letter head of the Bidder)

The Branch Manager,
..... Insurance firm,
.....

**Sub: - My / Our Insurance Surety Bond No..... dated for amount..... Issued
in favour
of Airport Authority of India**

Sir,

The subject Insurance Surety Bond No. _____
is obtained from your Insurance Firm for the purpose of
Earnest Money Deposit on account of contract to be awarded by M/s Airports
Authority of India to me / us.

I hereby authorized the Airport Authority of India in whose favour the deposit
is made to close the subject Insurance Surety Bond before maturity/ on maturity
toward adjustment of dues without any reference /consent /notice from me / our side
and the Insurance firm is fully discharged by making the payment to Airport Authority of
India.

Signature of the Bidder

Place:

Date:

Annexure -1

Form of Bank Guarantee against Earnest Money Deposit (Indian Bidder)

WHEREAS, contractor _____ (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated _____ (date) for the construction of " _____ " (name of work) (hereinafter called "the TENDER").

KNOW ALL PEOPLE by these presents that we _____ (name of bank) having our registered office at _____ (hereinafter called "the bank") are bound unto Airports Authority of India through its "Bid Manager/Engineer-In-charge/ AAI's Authorized representative" (Designation with address) (hereinafter called the "Bid Manager/Engineer-In-charge/ AAI's Authorized representative", as the case may be which expression shall unless repugnant to the subject or contract includes its administrators, successors and assigns) in the sum of Rs. _____ (Rs. In words _____) for which payment will truly to be made to the said "Bid Manager/Engineer-In-charge/ AAI's Authorized representative" the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:

- 1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.
- 2) If the contractor having been notified of the acceptance of his tender by the "Bid Manager / Engineer-In- charge/ AAI's Authorized representative".
 - a) Fails or refuses to execute the form of Agreement in accordance with the instructions to contractor, if required-
OR
 - b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and instructions to contractor,
OR
 - c) Fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor,
OR
 - d) Fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee against security deposit after award of contract.

We undertake to pay to the "Bid Manager/Engineer-In-charge/ AAI's Authorized representative" either up to the above amount or part thereof upon receipt of his first written demand, without the "Bid Manager/Engineer-In-charge/ AAI's Authorized representative" having to substantiate his demand, provided that in his demand the "Bid Manager/Engineer-In-charge/ AAI's Authorized representative" will note that the amount claimed by him is due to him owing to the concurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date* _____ after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the "Bid Manager/Engineer-In-charge/ AAI's Authorized representative", notice of which extension (s) to the bank is heard by waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE NAME AND ADDRESS)

* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Annexure-2

Format for Letter of undertaking from the Depositor to Bank

(To be submitted along with Security Deposit / Earnest Money / Performance Guarantee to
Airports Authority of India)

(To be submitted in the Letter head of the firm)

The Branch Manager,
.....Bank,
.....

Sub: - My / Our Bank Guarantee bearing No.....dated for amount..... Issued in
favour of Airport Authority of India A/c.....

Sir,

The subject Bank Guarantee is obtained from your bank for the purpose of **Security Deposit / Earnest Money / Performance Guarantee** on account of contract awarded / to be awarded by M/s Airports Authority of India to me / us.

I hereby authorized the Airport Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity/ on maturity toward adjustment of dues without any reference /consent /notice from me / our side and the bank is fully discharged by making the payment to Airport Authority of India.

Signature of the Depositor

Place:

Date:

Advisory: For Applicant and its BG Issuing Bank Branch

It is to be noted that along with physical BG: AAI has also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- a) For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format **IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment)** via SFMS (Structured Financial Message System) as provided by RBI.
- b) In the event of BG issuing/amending bank not sending the message IFN 760COV / IFN767COV or **committing any error while capturing the details** at least in the below field, **BG confirmation through online portal would not be updated.**

The bidders shall notify to BG issuing bank to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message : IFN 760COV / IFN 767COV via SFMS
IFSC CODE : ICIC0000007
Corporate Name : Airport Authority of India
Field Number : 7037
Unique Identifier Code : AAICORHQ

Please note that the issuing bank while issuing / amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

Annexure -2B

Request Letter: Transmission of Bank Guarantee Cover Message <to be submitted by applicant to BG issuing bank>

Date: _____

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover message where beneficiary bank is ICICI Bank (IFSC – ICIC0000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier _____ in field 7037 of the SFMS cover message IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank – IFSC – ICIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)

AIRPORTS AUTHORITY OF INDIA
DETAILS OF EARNEST MONEY DEPOSIT

**Name of Work: Construction of Interim Terminal Building and other allied works
at Udhampur Airport (J&K).**

Bank Guarantee (BG)/
Insurance Surety Bond :

Dated:.....

Name of Issuing Bank :

.....

.....

.....

Amount : Rs.....

**SIGNATURE OF THE TENDERER WITH
COMPANY SEAL**

Advisory: For Applicant and its BG Issuing Bank Branch.

It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

IFSC CODE: ICIC0000007

Corporate Name- Airport Authority of India

Field Number

Particulars (to be mentioned in Row 1)

7037

<unique identifier> (LIST ATTACHED)

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

| S No. | Name of the AAI Unit | Email ID | UNIQUE IDENTIFIER CODE (7037) |
|-------|------------------------|--|-------------------------------|
| 1 | Corporate Headquarters | precheckbqv@aaiaero | AAICORHQ |
| 2 | RHQ-NR | bqv.rhqnr@aaiaero | AAIRHQNR |
| 3 | JAMMU | bqv.jammu@aaiaero | AAIJAMMU |
| 4 | SRINAGAR | bqv.srinagar@aaiaero | AAISRINAGAR |
| 5 | AMRITSAR | bqv.amritsar@aaiaero | AAIAMRITSAR |
| 6 | CHANDIGARH | bqv.chandigarh@aaiaero | AAICHANDIGHAR |
| 7 | JAIPUR | bqv.jaipur@aaiaero | AAIJAIPUR |
| 8 | JODHPUR | bqv.jodhpur@aaiaero | AAIJODHPUR |
| 9 | UDAIPUR | bqv.udipur@aaiaero | AAIUDAIPUR |
| 10 | KHAJURAHO | bqv.khajurao@aaiaero | AAIKHAJURAO |
| 11 | CATC ALLAHABAD | bqv.catc@aaiaero | AAICATC |

| | | | |
|----|-----------------------|-----------------------------|-------------------|
| 12 | SAFDARJUNG AIRPORT | bqv.safdarjung@aai.aero | AAISAFDARJUNG |
| 13 | VARANASI | bqv.varanasi@aai.aero | AAIVARANASI |
| 14 | DEHRADUN | bqv.dehradun@aai.aero | AAIDEHRADUN |
| 15 | RHQ-WR | bqv.rhqwr@aai.aero | AAIRHQWR |
| 16 | INDORE | bqv.indore@aai.aero | AAIINDORE |
| 17 | BHOPAL | bqv.bhopal@aai.aero | AAIBHOPAL |
| 18 | RAJKOT | bqv.rajkot@aai.aero | AAIRAJKOT |
| 19 | VADODRA | bqv.vadodra@aai.aero | AAIVADODRA |
| 20 | SURAT | bqv.surat@aai.aero | AAISURAT |
| 21 | AURANGABAD | bqv.aurangabad@aai.aero | AAIAURANGABAD |
| 22 | JUHU | bqv.juhu@aai.aero | AAIJUHU |
| 23 | NAGPUR | bqv.nagpur@aai.aero | AAINAGPUR |
| 24 | PUNE | bqv.pune@aai.aero | AAIPUNE |
| 25 | GOA | bqv.goa@aai.aero | AAIGOA |
| 26 | AHMEDABAD | bqv.ahmedabad@aai.aero | AAIAHMEDABAD |
| 27 | RHQ-ER | bqv.rhqer@aai.aero | AAIRHQER |
| 28 | GAYA | bqv.gaya@aai.aero | AAIGAYA |
| 29 | PATNA | bqv.patna@aai.aero | AAIPATNA |
| 30 | RANCHI | bqv.ranchi@aai.aero | AAIRANCHI |
| 31 | BHUBNESHWAR | bqv.bhubneshwar@aai.aero | AAIBHUBNESHWAR |
| 32 | RAIPUR | bqv.raipur@aai.aero | AAIRAIPUR |
| 33 | PORTBLAIR | bqv.portblair@aai.aero | AAIPORTBLAIR |
| 34 | BAGDOGRA | bqv.bagdogra@aai.aero | AAIBAGDOGRA |
| 35 | PAKYONG-SIKKIM | bqv.pakyong@aai.aero | AAIPAKYONG |
| 36 | RHQ-SR | bqv.rhqsr@aai.aero | AAIRHQ-SR |
| 37 | CALICUT | bqv.calicut@aai.aero | AAICALICUT |
| 38 | TRIVANDRUM | bqv.trivandrum@aai.aero | AAITRIVANDRUM |
| 39 | COCHIN-CIAL | bqv.cochin@aai.aero | AAICOCHIN |
| 40 | COIMBATORE | bqv.coimbatore@aai.aero | AAICOIMBATORE |
| 41 | MADURAI | bqv.madurai@aai.aero | AAIMADURAI |
| 42 | TIRUCHIRAPALLI | bqv.tiruchirapalli@aai.aero | AAITIRUCHIRAPALLI |
| 43 | HYDERABAD | bqv.hyderabad@aai.aero | AAIHYDERABAD |
| 44 | TRIPATI | bqv.tripati@aai.aero | AAITRIPATI |
| 45 | VIJYAVADA | bqv.vijayavada@aai.aero | AAIVIJYAVADA |
| 46 | VISAKHAPATNAM | bqv.visakhapatnam@aai.aero | AAIVISAKHAPATNAM |
| 47 | BANGALORE | bqv.bangalore@aai.aero | AAIBANGALORE |
| 48 | MANGALURU | bqv.mangaluru@aai.aero | AAIMANGALURU |
| 49 | RHQ-NER | bqv.rhqner@aai.aero | AAIRHONER |
| 50 | AGARTALA | bqv.agartala@aai.aero | AAIAGARTALA |
| 51 | DIMAPUR | bqv.dimapur@aai.aero | AAIDIMAPUR |
| 52 | DIBRUGARH | bqv.dibrugarh@aai.aero | AAIDIBRUGARH |

| | | | |
|----|-----------------|--|--------------------|
| 53 | SILCHAR | bqv.silchar@aaiaero | AAISILCHAR |
| 54 | IMPHAL | bqv.imphal@aaiaero | AAIIMPHAL |
| 55 | GUWAHATI | bqv.guwahati@aaiaero | AAIGUWAHATI |
| 56 | KOLKATA AIRPORT | bqv.kolkata@aaiaero | AAIKOLKATA |
| 57 | CHENNAI AIRPORT | bqv.chennai@aaiaero | AAICHENNAI |
| 58 | CHENNAI PROJECT | bqv.chennaiproj@aaiaero | AAICHENNAI PROJECT |
| 59 | RAU-SAP | bqv.rausap@aaiaero | AAIRAUSAP |

TENDER ACCEPTANCE LETTER
(To be given on Contractor's Letter Head)

Date:

To,

(Bid Manager)
Address

Sub: Acceptance of Terms & Conditions of Tender.

(Tender ID No: _____)

Name of Work: Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from CPP Portal web site(s) namely: <https://etenders.gov.in/eprocure/app> as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/ us which shall form part of the contract agreement, and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality / entirety for the above-mentioned work.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. I/ We hereby submitted that I/ We paid/ submitted the required earnest money as per NIT conditions.

6. I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING OF AGENCY /FIRMS FOR GST REGISTRATION

(To be submitted on letter head of agency)

Name of Work: Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).

1. That the bidder is registered under GST and compliant of GST provision.
2. In case of non - compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
3. That all input credits have been passed on to AAI by the bidder.

Place:

Date:

Signature
Authorized Signatory of the contractor/ Firm

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING/RESTRAINTMENT

Name of Work: Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).

(Tender ID No: _____)

I/We(name and post of authorized signatory) on behalf of(Name of firm) do here by solemnly affirm and declare as follows:

- i) Our firm is not restrained/debarred/blacklisted by Airports Authority of India (AAI)/Ministry of Civil Aviation (MoCA)/Dept. of Expenditure (DoE), Ministry of Finance and debarment/blacklisting/restraintment is not in force as on last date of opening of tender (Envelop –I, normally called as Technical bid).
- ii) None of Proprietor/Partners/Board Members/Directors of M/s.....(Name of firm) has remained proprietor/Partner/Board Member/Director in any firm which stand debarred/ blacklisted/ restrained by AAI/ MoCA/ DoE and the debarment/ blacklisting/ restraintment is not in force as on last date of opening of tender (Envelop –I, normally called as Technical bid).
- iii) Our firm understands that if our firm either debarred before the date of opening of tender (first bid, normally called as Technical bid, in case of two packet/two stage bidding) or debarred before the date of contract by AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments), our bid is liable to be rejected at that stage.
- iv) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/blacklisting/restraintment, termination of the contract etc. as deemed fit.

Date:

[Signature and name of the
authorized Signatory of the firm]

Place:

Note: Above undertaking is to be given on company's letter head.

ANNEXURE – 6**FORM - A**

DETAILS OF SIMILAR WORKS SUCCESSFULLY COMPLETED OR SUBSTANTIALLY COMPLETED DURING THE LAST SEVEN YEARS ENDING ON LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH TENDER ARE INVITED i.e. 28.02.2026

| Sl. No. | Details of Work | Work-1 | Work-2 | Work-3 |
|----------------|--|---------------|---------------|---------------|
| i | Name of work/ project and Location | | | |
| ii | Name and Address of client | | | |
| iii | Awarded Cost of work (in Rs. Lakhs) | | | |
| iv | Date of Commencement as per contract | | | |
| v | Stipulated Date of completion | | | |
| vi | Actual date of completion | | | |
| vii | Completion cost/Actual Work done | | | |
| viii | Whether the work was done on back to back basis Yes/No | | | |
| ix | Whether the work was substantially completed Yes/No | | | |

**SIGNATURE (S) OF BIDDER (S)
(WITH STAMP)**

Note: The contractor should give list of only of eligible category works of requisite amount with supporting documents issued from client.

FINANCIAL INFORMATION

Name of the firm / contractor.....

1. Financial Analysis - Details to be furnished profit and loss account for the last three years duly certified by the Chartered Accountant as submitted by the applicant to the Income Tax Department

Fig in lakhs Rs.

| Sl. No. | Particulars | Financial Year (Last three years) | | |
|---------|--------------------------------------|-----------------------------------|------------|------------|
| | | FY 2022-23 | FY 2023-24 | FY 2024-25 |
| 1. | Turn-Over on Construction Works | | | |
| 2. | Profit/loss after Taxes (standalone) | | | |

The bidder should give information strictly in above format.

2. Financial arrangements for carrying out the proposed work.

Unique Document Identification Number (UDIN):.....

Signature of Chartered Accountant with Seal

SIGNATURE (S) OF BIDDER (S)

Note : The bidder should give information strictly in above format.

FORM FOR CERTIFICATE OF NET WORTH FROM CHARTED ACCOUNTANT

This is to certify that as per audited balance sheet and profit & loss account during the financial year....., the Net Worth of M/S. (Name & registered address of Individual/Firm/Company), as on(the date of certificate) is Rsafter considering all liabilities. It is further certified that Net Worth of the company has not eroded by more than 30% in last three years ending on 31.03.2025.

Unique Document Identification Number (UDIN).....

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership of ICAI

Date and Seal

Financial information
SIGNATURE (S) OF BIDDER (S)

INTEGRITY PACT

The integrity pact will be signed by both the parties in the following format:

This Pact made this.....day of..... between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

..... represented by..... of the other part, hereinafter called the 'Bidder/Contractor (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractors/Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders / Contractors / Contractor.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization 'Transparency International' (TI) headquartered in Berlin (Germany).The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

..... NOW,
therefore, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority:

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

2. Commitments of Bidders/Contractors:

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage

of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 2.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Authority.
- 2.3 The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.4 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.5 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.6 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.7 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.9 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The Bidder/ Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder/ Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's associate(s)
- 2.12 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.14 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.15 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

- 2.16 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

3. Previous Transgression:

- 3.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 3.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 3.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub-Contractor (s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Crores. (Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 3.4 That sub-contractor (s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Cr. (Rupees Zero-point five Cr.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor (s)/ associate(s) in relation to the contract/ work.
- 3.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of policy of authority.
- 3.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of policy of authority. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
- 4. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond:**

4.1 While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, BG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

4.2 In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

5. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
- (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes for a period upto two years.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/ Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

5.2 The Authority will be entitled to take all or any of the actions mentioned at para 5.1 above.

5.3 (i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.4 That if the Bidder/ Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/ Contractor for first time default.

- 5.5 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 5.6 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

6. Allegations against Bidders/ Contractor / Sub-Contractor/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub-Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

7. Independent External Monitor(s):

- 7.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 7.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 7.3 That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 7.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub-Contractor and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor /Sub-Contractors/ Associates with confidentiality.
- 7.5 That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the

parties that they act in a specific manner, refrain from action or tolerate action.

- 7.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 7.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 7.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti- Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 7.9 The word 'Monitor' would include singular and plural.

8. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

head

9. Law and Place of Jurisdiction:

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter/the Regional Headquarter / office of the Authority, as applicable.

10. Other Legal Actions:

- 10.1 That the changes and supplements as well as termination notices need to be made in writing.
- 10.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.
- 10.3 That a person signing IP shall not approach the Courts while representing the matter to IEMs and he/she will await their decision in the matter.

11. Pact duration (Validity):

- 11.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 11.2 That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 11.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. Company Code of Conduct:

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

13. The parties hereby sign this Integrity Pact at on

Buyer

Name of the Officer

Designation

Deptt./Ministry/PSU

Witness

1. _____

2. _____

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

UNDERTAKING FOR DEPLOYMENT OF T&P

Name of Work: Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).

Name of Contractor / Firm:

I / we have applied for issue of tender for the work of "**Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).**" and hereby undertake that: -

- I / we have gone through the tender documents and drawings in its entirety, visited the site and have understood the nature of work to be executed.
- I / we will deploy adequate machinery, T&P in working condition with adequate standby arrangement for efficient / timely execution of the work.
- I / we have submitted the details of machinery, T&P owned by us and undertake to procure or take on lease the balance machinery, T&P for the work as per requirement of the work matching with the work programme.
- I / we will abide by any instructions by AAI for such procurement / arrangement of machinery, T&P on lease as is considered necessary for efficient / timely execution of work.

Date:

Signature of Contractor:

Witness:

Annexure-11

CERTIFICATE FROM STATUTORY AUDITOR / COST AUDITOR/ COST ACCOUNTANT/ PRACTICING CHARTERED ACCOUNTANT REGARDING REQUIREMENT OF LOCAL CONTENTS

(Scanned copy to be submitted by Bidder in Envelope-I on Cost Auditor's / Accountant's letter head)

Name of Work: Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).

I/We_____ (Name of Auditor/ Accountant)_____, the Statutory Cost Auditor of M/s_____ (**Name of company/Firm**) hereby certify that M/s_____ (**Name of company/Firm**) meets the mandatory minimum Local Content requirement i.e._____ (specify the percentage of local contents) as '***Class-I local supplier***' as per Government of India, "***Public Procurement Policy (Preference to Make In India), order 2017***" amended up to date to participate in AAI Tender ID No._____

Signature and name of the Statutory
Cost Auditor with Rubber Stamp

UDIN No.....

Date:
Place:

**UNDERTAKING FOR DECLARATION BY BIDDER REGARDING REQUIREMENT OF
LOCAL CONTENTS**

(Scanned copy to be submitted by Bidder in Cover-I on letter head of the
Company/Firm)

**Name of Work: Construction of Interim Terminal Building and other allied
works at Udhampur Airport (J&K).**

I, the undersigned, _____(full names), do hereby declare, in my
capacity as _____ of M/s **(Name of company/Firm)** that:

- 1) I am competent to swear this undertaking on behalf of M/s **(Name of
company/Firm)**.
- 2) I have read the Order(s) ***“Public Procurement Policy (Preference to Make In
India), order 2017- revision dated 16.09.2020”*** notified by Government of India,
Ministry of Commerce and Industry, Department of Promotion of Industrial &
Internal Trade (Public Procurement Section) vide letter No. P- 45021/2/2017-PP
(BE-II) dated 16th Sep 2020 or as amended up to date.
- 3) My ***“local contents”*** for this tender is _____(***specify the percentage of local
contents***) and we meet the mandatory minimum Local Content requirement i.e.
_____(specify the percentage of local contents) for ***‘Class-I local supplier’*** as per
Government of India, ***“Public Procurement Policy (Preference to Make In India),
order 2017”*** amended upto date to participate in AAI tender ID No. _____.
- 4) The details of location(s) at which the local value addition is made are as under
_____.
- 5) I / we are not debarred/blacklisted by any procuring entity for violation of this
order and the debarment is not in force as on last date of submission of bid.

Signature and name of the authorized signatory of the firm
with Rubber Stamp

Date:
Place:

SIGNATURE (S) OF BIDDER (S)

Name of Work:- ~~Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K)~~

T

Tender ID:

UNDERTAKING FOR ASSOCIATION OF SPECIALIZED AGENCY

~~Ihereby undertake that I will submit the following undertaking if I will become successful bidder within 90 days after award of work from the OEMs / Authorized agency from OEM / Specialized agencies (as per Appendix EB of SCC (Elect.) of Lifts, DG sets, Transformers, VRF/VRV, Split AC,STP and WTP, Hydro Pneumatic Pumps ,PAVE system, Fire Alarm, Fire Fighting, CCTV and IT & Security Equipments (Tyre Killers, Boom barriers), etc. that "OEM / Authorized agency from OEM /specialized agency shall unconditionally support technically throughout the execution of contract as applicable that "Specialized agency shall unconditionally support the lowest tenderer technically throughout the execution of contract as well as during DLP for the useful life of the system~~

~~Signature of bidder(s) with stamp~~

~~_____~~

~~Designation_____~~

Annexure-14

Performa for declaration by Bidder for compliance of order on Restriction under Rule 144(xi) of the General Financial Rules (GFRs)-2017

(Scanned copy to be submitted by Bidder in Cover-I on letter head of Company/Firm)

Name of Work: _____

Tender ID:

I, the undersigned, _____ (**full names**), do hereby declare, in my capacity as _____ of M/s _____ (**Name of company/Firm**) that:

- 1) I am competent to swear this undertaking on behalf of M/s _____ (**Name of company/Firm**) _____
- 2) I have read the Order(s) on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order(s).
- 3) I certify that *M/s _____ (Name of company/Firm) _____* is not from such a country / is from such a country, has been registered with the Competent Authority (***strike out whichever is not applicable***). I hereby certify that this BIDDER fulfills all requirements in this regard and is eligible to be considered [***Where applicable, evidence of valid registration with the Competent Authority is attached***].
- 4) I understand that the submission of incorrect data and / or if certificate/ declaration given by M/s _____ (**Name of company/Firm**) _____ is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Procurement Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

Signature and name of the authorized signatory of the firm

with Rubber Stamp

Date:

Place:

FORM OF UNDERTAKING

FROM FOREIGN / INDIAN PARENT/ PRINCIPAL COMPANY / FIRM
(To be completed on letterhead of Tenderer's Ultimate foreign /Indian
Parent / Principal Company / Firm)

To,

Bid Manager
Airports Authority of India,
O/o Airport Director,
Civil Airport, Jammu
(J&K) -180003

Subject- -----

Invitation to Tender No: -----

Dear Sir(s),

We refer to the accompanying Tender for the subject mentioned Services ("SERVICES") by (Name and address of Subsidiary) ("TENDERER") of which we are the ultimate holding company, and hereby request Airports Authority of India, Corporate Head quarter, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi - 110003 (AAI) to enter into contract with (Name of foreign / Indian Subsidiary company/ firm) TENDERER for the same. In the event of our subsidiary doing so and in consideration of AAI entering into such contract ("AGREEMENT"), we do hereby enter into the following unconditional and irrevocable undertaking with AAI that:

(1) We guarantee that our subsidiary TENDERER shall duly perform all its obligations contained in the AGREEMENT

(2) If our subsidiary TENDERER shall in any respect fail to perform its obligations under AGREEMENT or shall commit any breach thereof, we undertake, on simple demand by AAI, to perform or to take whatever steps may be necessary to achieve performance of said obligations under AGREEMENT and shall indemnify and keep indemnified AAI against any loss, damages, claims, costs and expenses which may be incurred by AAI by reason of any such failure or breach on the part of our subsidiary TENDERER.

(3) Our guarantee and undertaking hereunder shall be unconditional and irrevocable and, without prejudice to the generality of the foregoing, we shall not be released or discharged from our liability hereunder by: -

a) Any waiver of forbearance by AAI of or in respect of any of our subsidiary TENDERER's obligations under AGREEMENT whether as to payment, time,

performance or otherwise howsoever or by any failure by AAI to enforce AGREEMENT or this instrument, or

b) Any alteration to, addition to or deletion from AGREEMENT or the scope of the services to be performed under AGREEMENT, or

c) Any change in the shareholding relationship between ourselves and our subsidiary TENDERER and our guarantee and undertakings hereunder shall continue in force until all our subsidiary TENDERER's obligation under AGREEMENT and all our obligations hereunder have been duly performed.

(4) We further undertake that our subsidiary TENDERER is eligible for using the experience of our any other 100% subsidiary company / firm and there will not be any issue regarding transfer of relevant rights and liabilities including Intellectual Property Rights till the successful completion of project including Defect Liability / Warrantee/ Guarantee period.

(5) We further undertake / confirm that the said work experience credentials used by our subsidiary Tenderer have neither been used by us nor by any of our other foreign / Indian subsidiary company / firm for this tender. In case it is found violated, applications of all our subsidiary TENDERERS as well as ours are liable to be summarily rejected without assigning any reason thereof & AAI shall be at liberty to forfeit the entire EMD amounts of all our subsidiary tenderers as well as ours, if we are also the applicant tenderers in same tender.

(6) This document shall be construed and take effect in accordance with the laws of the Republic of India.

Yours Faithfully,

Signed : -----
Name & Designation :-----
Date : -----

For and on Behalf of
(TENDERER's Ultimate Holding Company)

UNDERTAKING REGARDING ESI & PF/GST or Pre-GST Taxes

(To be submitted on Company's Letter head)

Name of Work: Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).

Tender ID- _____

I, (_____, age _____ years S/o _____ proprietor/Managing Partner/ Managing Director of M/s having address do hereby solemnly affirm and state as follows;

I / we have gone through the entire NIT and having understood the same further submit that:

| S. No. | Name of Work (For which completion certificate is submitted) | Component included in Completion cost (Percentage/Rs.) | Remarks |
|--------|--|---|---------|
| 1 | | PF : | |
| | | ESI: | |
| | | GST/Pre-GST taxes: | |
| 2 | | PF : | |
| | | ESI: | |
| | | GST/Pre-GST taxes: | |
| 3 | | PF : | |
| | | ESI: | |
| | | GST/Pre-GST taxes: | |
| 4 | | PF : | |
| | | ESI: | |
| | | GST/Pre-GST taxes: | |

Date:

Unique Document Identification Number (UDIN).....

Signature of Chartered Accountant with Seal

SIGNATURE (S) OF BIDDER (S)

ANNEXURE-17**FINANCIAL INFORMATION****ANNUAL VALUE OF GENERAL CONSTRUCTION WORK DURING THE LAST FIVE YEARS ENDING 31.03.2025****Name of the firm / contractor****Fig in lakhs Rs.**

| S. No. | Particulars | Name of Financial Year (Last Five Financial Years) | | | | |
|---------------|--|---|----------------|----------------|----------------|----------------|
| | | 2020-21 | 2021-22 | 2022-23 | 2023-24 | 2024-25 |
| 1. | Annual Value of General Construction works carried out in the corresponding financial year | | | | | |
| 2. | Value of work relevant to the work being procured in the corresponding financial year | | | | | |

Unique Document Identification Number (UDIN)

SIGNATURE OF CHARTERED
ACCOUNTANT WITH SEAL

SIGNATURE (S) OF BIDDER (S)

Note: 1. The bidder should give information strictly in above format.

ANNEXURE -18**List of specialized Items/Jobs/Works**

| S.No. | Description |
|--------------|--|
| (A) | CIVIL WORKS |
| 1. | Termite proofing (Anti-termite Treatment work) |
| 2. | Water proofing treatment work |
| 3. | Stone work including wall/column cladding |
| 4. | Marble work |
| 5. | Wood work- Flush Doors, Panelling of walls, Iron grills or ornamental type. |
| 6. | Steel work: Collapsible steel gates, sliding steel shutters, Rolling steel Shutters, Steel doors and windows, Tubular trusses (not ordinary steel trusses), pre-engineered structured Steel buildings, Steel bridge work, space frames for long span structures, Steel towers for flood lighting in stadium (up to height 50m) |
| 7. | Flooring: Mosaic and Terrazzo tiles flooring, marble flooring, ceramic tiles, granite or any other polish stone of flooring. |
| 8. | Roofing: False ceiling, water proofing of roofs and providing special roofing. |
| 9. | Roads/ Pavements: Asphaltic/ Cement concrete works for roads and runways, sealing compound, road marking paint. |
| 10. | Furnishing: Items of furnishing, like pillows in foam rubber, pillow covers, Bed sheets, Curtains and Rubber Mats, carpet, Aluminium glazing, Facade. |
| 11. | Bridge type structures except culverts. |
| 12. | Miscellaneous civil works: Works such as under reamed piles, Foundations and pile foundation tanking for basements, Fibrous plaster ceiling. Acoustic treatment and other decorative items such as glass ceiling, sinking of tube wells, Erection of food storage – both slips and flat type. Aluminium doors and windows, Aluminium cladding, curtain wall/structure glazing/frameless glazing. Design fabrication and erection of steel towers, fabrication of hydraulic platform and incinerator and laundry equipment, Fabrication of steel cabin or body of trucks chassis, Fabrication of water and sewage treatment plants |

| | |
|------------|--|
| | |
| (B) | ELECTRICAL WORKS |
| 13. | Power supply works like HT and LT Switch-gears, Transformers, AMF DG sets etc. Air-conditioning works like supply and installation of units VRV/VRF, AHUs and connected works, WTP. E&M equipments, Internal Electrical Installation works including supply and installation of various electrical fittings. Fire alarms, Firefighting equipments, Fire detection, Automatic sliding door, signages and any other works. |
| 14. | Electronic Equipments: There is present day need to provide many Electronic based systems for airport and other buildings. These systems are highly specialised. These works such as supply, installation, testing and commissioning of sound reinforcement system, PA system, Conferencing System, CCTV, Video projection & video recording System etc. which are being executed by expert agencies only. |
| 15. | Any other specialized job as per Special Conditions of Contract/ DBR. |

Methodology for selection of Design Consultant

Successful bidder should have either in-house facility of design/ drawing or should associate architect/designer firm.

The successful bidder having in-house design team shall have to submit client certificate within 10 (ten) days as proof of having successfully design and completed or substantially design and completed three works, each of **Rs. 12.10 Crores (Excluding GST) or two works, each of Rs. 15.12 Crores (Excluding GST) or one work of Rs. 24.19 Crores (Excluding GST)** in single contract of similar nature of work on EPC Mode/Turn Key (Design & Build) Basis during the last 07 (seven) years ending the day of issue of Letter of Intent (LOI).

In case of non-availability of in-house capabilities of design team, the successful bidder has to submit proposal of at least 03 (three) nos. design consultant within 10 days of issue of Letter of Intent (LOI) for Technical evaluation and selection of design consultant as per criteria specified.

The selection of design consultant shall be done by AAI as per Technical Evaluation. This process shall be completed within time frame of 15 (fifteen) days after submission of documents by the successful bidder.

Selection of Design Consultant will be intimated to the successful bidder. The successful bidder has to engage the selected design consultant within 05 (five) days of receiving intimation from AAI, and duly intimated to AAI.

Letter of award (LoA) to the L1 bidder shall be issued by AAI only after approval and engagement of design consultant as detailed above.

Failure to adhere to the above timeline will lead to the cancellation of Tender and no claim whatsoever will be entertained by AAI.

Note:

- a) The value of executed works and consultancy (design and drawing) shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to date of bid opening (Cover-I/ Technical bid).
- b) Client certificate for design consultancy should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Tenderers showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate(s) along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.

TECHNICAL EVALUATION CRITERIA FOR SELECTION OF ASSOCIATE DESIGN CONSULTANT

1.0 DOCUMENTATION:

All documents shall be authenticated i.e. **Self-attested** by Consultant Firm.

a) Self-certified / attested copy of the inception of firm.

b) **For experts in various fields of specialization**

i) Consent letter from the expert(s) professional(s).

ii) CVs of the expert(s) / professional(s) along with documentary proof.

c) **Work Experience**

i) Completion/ experience certificate issued by client organization with required details.

Note: In addition to details as explained above, copy of letter of appointment of the concerned staff issued by HR/consultant shall be enclosed.

2.0 GENERAL INSTRUCTIONS:

- a. The submissions shall be page numbered and submitted in the Technical Evaluation Proforma.
- b. Each page of submission to be **Signed by the Design Consultant and EPC agency**. (Documents whichever **not Signed** shall not be considered for technical evaluation).
- c. **Single professional can be proposed only for one position. In case single professional is proposed for more than one position then such professional shall be considered only for the first position and no marks shall be allotted for the other positions. Repetition of professional is not permitted under different subheads as each subhead has individual marking.**
- d. Onus of correctness/ completeness of the submissions shall rest with the bidder.
- e. AAI may confirm the correctness of the submissions (documents) at any stage of the assignment. In case any submission is found to be false/fabricated, appropriate penal action including Termination of the Contract/ forfeiting of security deposit/due payments of the bidder including restraintment/ debarment for a specified period, may be taken by AAI. No claim in this regard shall be entertained.
- f. If consultant agency is the Indian entity of an international firm operating under different name in various countries, the relevant work experience in various countries of such a firm shall be considered towards experience for the consultant, if subsidiary company is wholly owned by parent company and if parent company undertake responsibility on behalf of bidder for completion of this work.

- g. The client's certificate should mention completion of the particular specialization consultancy, actual completion date & area of work. In case the client's completion certificate is not mentioning all required details as above, then relevant supporting documents issued by the client such as Work Order/Agreement (relevant pages) etc. shall be submitted as applicable.
- h. The evaluation of qualification and work experience of Professionals shall be based on submissions made in the CV format and documentary proof of qualification and experience to be submitted in the current submission.
- i. Both work experience and proposed professional under each subhead of technical evaluation shall pertain to Design Consultant. The proposed professionals must be regular employee of the consultancy firm proposed for particular sub head of technical evaluation. Copy of letter of appointment of the concerned staff issued by HR/consultant shall be enclosed.
- j. Experience shall be considered for evaluation from the year of acquiring of minimum professional qualifications.
- k. Professional, who does not possess the requisite qualification in the prescribed field or minimum prescribed qualification, shall not be considered. No marks shall be given for qualification and experience in such a case.
- l. Consultancy Firms that are registered or incorporated in India for more than 07 years before the deadline for submission are eligible.
- m. A subsidiary company, registered and incorporated in India for more than 07 years may utilize the financial and technical credentials of their parent/holding company having more than 90% share in the subsidiary company either at its own (directly) and/or combined (indirectly) through one or more of its subsidiary companies. The technical credentials of subsidiary(ies) in which shareholding of the parent/holding company is more than 90% either at its own (directly) and/or combined (indirectly) through one or more of its subsidiary companies, shall be treated as the credentials of parent/holding company.
- n. Average annual consultancy turnover of **Rs. 0.14 crores (Excluding GST)** calculated as total certified consultancy payments received for contracts in progress or completed during last three financial years ending 31st March of the previous financial year.
- o. The design consultant should have minimum of 05 nos. valid BIM license subscriptions valid from at least 1 year prior to submission of the proposal. The consultant shall submit the documentary evidence such as proof of purchase / license and proof of payment made for the same.

3.0 TECHNICAL EVALUATION

3.1 Architectural Consultancy (Architectural /Design Consultancy firm) Total Marks = 100

NAME OF THE CONSULTANT

ADDRESS:

CONTACT DETAILS:

(For Architectural Planning and Designing) Detailing, Structural design & drawing, MEP, and AS & IT works, BIM etc.), Professional proposed to be engaged, Approach and methodology)

(Self-attested documents to be submitted for all parameters. Onus for providing correct documentation shall rest with bidder)-**Documents which are not self-attested shall not be considered for technical evaluation.**

| Sl no. | Details | Marks |
|--------|--|-------|
| | Name of Firm | |
| A. | Work Experience (with documentary proof) for works executed during last 07 years ending the date of issue of Letter of Intent (LOI). Total marks = 40) | 40 |
| 1. | One work of Composite work of Centrally Air-conditioned Buildings of Airport Terminal Buildings, 5 Star Hotels, Underground Metro Terminals, Shopping Malls, Business / Commercial Complexes, Super / Multi-specialty Hospitals, Institutional Buildings, Indoor stadium, Corporate Office Buildings. (The composite work includes components of Civil Building works, Electrification and E& M services like Fire Alarm/Fire Fighting, HVAC.) having minimum building area equal to 1264.00 Sqm. (30 marks for 1 (one) work) OR | 30 |
| 2. | Two works of Composite work of Centrally Air-conditioned Buildings of Airport Terminal Buildings, 5 Star Hotels, Underground Metro Terminals, Shopping Malls, Business / Commercial Complexes, Super / Multi-specialty Hospitals, Institutional Buildings, Indoor stadium, Corporate Office Buildings. (The composite work includes components of Civil Building works, Electrification and E& M services like Fire Alarm/Fire Fighting, HVAC.) having minimum building area equal to 790.00 Sqm. (15 marks for each work) OR | 30 |

| Sl no. | Details | Marks |
|--------|--|-------|
| 3. | <p>Three works of Composite work of Centrally Air-conditioned Buildings of Airport Terminal Buildings, 5 Star Hotels, Underground Metro Terminals, Shopping Malls, Business / Commercial Complexes, Super / Multi-specialty Hospitals, Institutional Buildings, Indoor stadium, Corporate Office Buildings. (The composite work includes components of Civil Building works, Electrification and E& M services like Fire Alarm/Fire Fighting, HVAC.) having minimum building area equal to 632.00Sqm. (10 marks for each work)</p> | 30 |
| | <p>*1) Additional marks shall be given for experience in planning & designing (architectural) of residential/non-residential Buildings like multi-storied High-rise (5 & more stories or 15m & above height) for any of the above category.</p> <p>2) For experience of additional works, additional 2% of total marks for each work in excess of numbers of works mentioned under either of the above categories (maximum up to total 05 works executed during the last 07 years ending the date of issue of Letter of Intent (LOI) shall be accepted as follows:</p> <p>i. 2% on 30 marks for each additional works for area of building having minimum area equal to 1264.00 Sqm, or</p> <p>ii. 2% on 15 marks for each additional works for area of building having minimum area equal to 790.00 Sqm, or</p> <p>iii. 2% on 10 marks for each additional works for area of building having minimum area equal to 632.00 Sqm.</p> | 12.5% |
| | For experience in planning & designing (architectural) of GRIHA-IV or above / LEED / Internationally Equivalent rated buildings additional 2% marks for each work in excess of nos. of works mentioned under either of the above categories (maximum up to total 05 works executed during the last 07 years ending the date of issue of Letter of Intent (LOI) shall be given. | |
| 4. | Years of existence of firm (Documentary proof to be submitted) | |
| i | More than 10 years | 15 |
| ii | More than 07 years and up to 10 years | 10 |
| | Total = | |
| | Note: Total marks will be converted as equivalent to 40 marks. The marks obtained by a particular design consultant will be calculated on proportionate basis. | |

| Sl no. | Details | Marks |
|--------|---|-----------|
| B | Professionals proposed to be engaged for architectural planning & designing, Structural design, MEP works, AS & IT works, BIM etc. (with documentary proof) (35 Marks) | 35 |
| 1. | Principal Architect/Design Expert * (1 no.) | |
| | Qualification: Post Graduate in Architecture | 25 |
| | Qualification: Graduate in Architecture | 20 |
| | Experience more than 20 years | 25 |
| | Experience more than 15 years | 20 |
| | * Additional 10% marks shall be given for experience in Master Planning of residential/non-residential Buildings like multi-storied High-rise (5 & more storey or 15m & above height). | |
| 2. | Principal Structural Engineer (1 no.) | |
| | Qualification: Post Graduate in Structure Engg. | 25 |
| | Qualification: Graduate in Civil Engg. | 20 |
| | Experience more than 20 years | 25 |
| | Experience more than 15 years | 20 |
| 3. | Principal MEP Expert (1 nos.) | |
| | Qualification: Post Graduate in Mechanical/Electrical Engg. | 25 |
| | Qualification: Graduate in Mechanical/Electrical Engg. | 20 |
| | Experience more than 20 years | 25 |
| | Experience more than 15 years | 20 |
| 4. | BIM Expert (1 nos.) | |
| | Qualification: Post Graduate in Civil Engg./Architecture | 15 |
| | Qualification: Graduate in Civil Engg./Architecture. | 10 |
| | Experience in BIM more than 5 years | 15 |
| | Experience in BIM more than 2 years | 10 |
| | Note: Total marks will be converted as equivalent to 35 marks. The marks obtained by a particular design consultant will be calculated on proportionate basis. | |
| C. | Approach & Methodology (25 Marks) | 25 |
| 1. | Each of the proposed design consultant has to submit a detailed write-up and Power-Pont Presentation including the following. | |
| | (i) Consultant's proposed approach regarding building plans, elevations and design efficiencies, preferably with a perspective/artistic view, | 4 |
| | (ii) Use of Innovative technologies if any for conservation of energy, Green building / GRIHA-5 concept, renewable energy implementation and Carbon Neutral (for Operational level emissions) | 4 |
| | (iii) Latest Softwares available/to be put to use with its | 2 |

| Sl no. | Details | Marks |
|--------|--|-------|
| | applicability for the project for effective and optimized design of the project. | |
| | (iv) Delivery team organization chart | 2 |
| | (v) Detail Design Deliverables | 2 |
| | (vi) Code Compliance | 2 |
| | (vii) Risk assessment and mitigation | 2 |
| | (viii) Quality Assurance | 2 |
| | (viii) Baseline Programme/Schedule | 2 |
| | (ix) BIM Delivery Methodology | 3 |
| | Total = | |

4.0 Bid Evaluation and Selection Criteria (Methodology):

- All calculations will be up to 2 places of decimal. The individual score in the quality parameter and the final score will be calculated up to two places of decimal.
- Bidder has to submit proposal of at least 03 (three) nos. of design consultant for technical evaluation. After technical evaluation, the final score will be submitted to the competent authority AAI for final selection of the design consultant.
- The qualifying benchmark score is considered as 80 out of 100.

Note:

1) Evaluation Methodology: Highest feasible score shall be treated as equivalent to maximum marks assigned to particular section (i.e. 40 marks for section A, 35 marks for section B and 25 marks for section C). Marks obtained shall be worked out on proportionate basis based on the overall score under this section.

2) The Cost of the work wherever mentioned should be excluding GST.

GENERAL CONDITIONS OF CONTRACT

ARTICLE 1

GENERAL RULES AND DIRECTION, DEFINITIONS AND INTERPRETATION

1. GENERAL RULES & DIRECTIONS

- 1.1** All work proposed for execution by contract are notified in a form of invitation to tender pasted in public places /NIC CPP Portal and by posting on AAI web-site and NIC CPP Portal <http://etenders.gov.in> and www.aai.aero (for reference only).
- 1.2** This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
- 1.3** In the event of the e-tender being submitted by a firm, it must be signed, scanned and then submitted or digitally signed tender submitted will be treated as signed tender. For physical tender it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
- 1.4** ~~In case of the tender submitted by a Joint Venture / Consortium, a copy of joint venture / consortium agreement in the specified proforma~~ **defining the lead partner** ~~should be submitted. The lead partner shall sign all the documents in respect of the works. The documents signed by any other person or firm other than the lead partner shall not be entertained.~~
- 1.5** Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm. Bank details shall be furnished by the firm through an application duly signed by all partners for payment to the firm through bank transfer.
- 1.6** (i) In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, then such lowest contractors will be asked to submit revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be

higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

- (ii) If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Jt. GM (Engg)/ DGM (Engg)/ AGM (Engg)/ Sr. Manager (Engg)-in-Charge of major and minor component(s) work and the lowest contractors those have quoted equal amount of their tenders.
- (iii) In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted earlier at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.
- (iv) In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractor.
- (v) Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.

Note: Till the time CPP Portal supports the above provisions, revised offers from tenderers forming the tie shall be obtained and procedure prescribed for "Limited tenders" shall be adopted (for e-tenders).

- 1.7** The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
- 1.8** The bidders shall sign a declaration under the official Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful bidders shall return all the drawings given to them.
- 1.9** Only rates quoted shall be considered. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the bidder has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

- 1.10** The contractor/bidder shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Executive Director Engg. / General Manager Engg. may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 1.11** The contractor shall at all stages of work deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute/National Institution of Construction Management and research (NICMAR) National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer –in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

2. DEFINITIONS

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

3. INTERPRETATION

3.1 In this Agreement, unless the context otherwise requires,

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder.
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.

- (c) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- (f) references to "construction" or "building" include, unless the context otherwise requires, survey and investigation, design, developing, engineering, procurement, supply of plant, materials, equipment, labour, delivery, transportation, installation, processing, fabrication, testing, and commissioning of the Project, including maintenance during the Construction Period, removing of defects, if any, and other activities incidental to the construction and "construct" or "build" shall be construed accordingly;
- (g) References to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation activities incidental thereto during the Construction Period, and "develop" shall be construed accordingly;
- (h) any reference to any period of time shall mean a reference to that according to Indian standard time;
- (i) any reference to day shall mean a reference to a calendar day;
- (j) reference to a "business day" shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;
- (k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- (l) references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- (m) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

- (n) the words importing singular shall include plural and vice versa;
- (o) references to any gender shall include the other and the neutral gender;
- (p) "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);
- (q) "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (r) references to the "winding-up", "dissolution", "insolvency", or "reorganisation" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- (s) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause (s) shall not operate so as to increase liabilities or obligations of the AAI hereunder or pursuant hereto in any manner whatsoever;
- (t) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by contractor and Engineer-in-Charge shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Contractor or the Engineer-in-Charge, as the case may be, in this behalf and not otherwise;
- (u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- (v) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appear;

- (w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages"); and
- (x) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended for the reasons specified in the Agreement, such extended time shall also be of the essence.
- (y) The following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i. Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender.
 - ii. Tendered value means the value of the entire work as stipulated in the letter of award.
 - iii. "Construction and/or Manufacture Documents" means all drawings, calculations, computer software (programs), samples, patterns, models, operation and maintenance manuals, and other manuals and information of a similar nature, to be submitted by the Contractor.
 - iv. "Contract" means the Contract, the Letter of Acceptance, the letter of tender, General Conditions of Contract, Special Conditions of Contract, the AAI's Requirements, the Tender, the Notice Inviting Tender, Instructions to Tenderers, the Contractor's Proposal, the Schedules, and such further documents which are listed in the Letter of Acceptance or Contract (if completed). It shall also include all subsequent modifications/ amendments as may be necessary to record the Contract as a result of the communications or negotiation proceedings between the parties.
 - v. The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.
 - vi. "Design Data/Standard" means all specifications, plans, drawings, details, graphs, sketches, models, levels, setting-out dimensions, calculations duly checked by the Contractor and other documents relating to the design of the Works.
 - vii. "Department Requirements" means the description of the scope, standard, design criteria, specifications, drawings, programme of work, indigenization programme (where applicable) as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
 - viii. "Interim Payment Schedule" means the schedule included for each Cost Centre in the Pricing Document and accepted by the department to be used

for interim payments in relation to achievement of stages/milestones under that Cost Centre, as the same may be revised from time to time in accordance with Article 17.

- ix. "Letter of Acceptance" means the formal acceptance of the tender/bid by the Department.
- x. "Notice to Proceed" means the notice issued by the Engineer-in-Charge to the Contractor communicating the date on which the Works are to be commenced.
- xi. "Safety, Health and Environmental (SHE) Manual" means the Department manual containing the requirements and conditions to be met during the execution of the Works by the Contractor.
- xii. "Schedules" means the information and data submitted with the Tender, as included in the Contract.
- xiii. "Schedule of Milestones" means the schedule included in each Cost Centre in the Pricing Document, describing the Milestones and stipulating dates by which the Milestones are to be achieved under that Cost Centre in order to maintain interim payments by the AAI to the Contractor in accordance with the Interim Payment Schedule for that Cost Centre, as the same may be revised from time to time in accordance with the Contract.
- xiv. "Schedule of Payment" means the schedule for payment in various stages on part of the works as defined in the contract.
- xv. "Special Conditions of Contract" means any special conditions of contract issued by the Department prior to submission of the Tender or negotiated and agreed in writing by the Department and the Contractor prior to acceptance of the Tender.
- xvi. "Works Programme" means the programme showing the sequence, method and timing of survey & investigations, design, issue of No Objection Notices, execution, manufacture, delivery to site, erection, installation, testing, commissioning of the Works (including Integrated Testing and Commissioning), indigenisation (where applicable) and related activities in the form and content prescribed by the AAI's Requirements, or any amended or varied version thereof, as submitted by the Contractor and for which the Engineer has issued a Notice of No Objection.

3.1.1 Unless expressly provided otherwise in this Contract, any Documentation required to be provided or furnished by the Contractor to the Engineer-In-charge shall be provided free of cost and in six copies and if the Engineer-In-charge is required to return any such Documentation with its comments and/or approval, it shall be entitled to retain two copies thereof.

3.1.2 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

3.2 Parties and Persons

3.2.1 "Party" means the AAI or the Contractor as the context requires

3.2.2 "Tenderer or Bidder" means the Person or Firm or Company or Consortium submitting a bid/Tender.

3.2.3 "Contractor" means the Person/Firm/Company/Consortium whose Tender has been accepted by the AAI and the legal successors in title to such person, but not (except with the consent of the AAI) any assignee of such person.

3.2.4 "Contractor's Representative" shall mean a person named by the Contractor in the Contract or appointed from time to time by the Contractor to act on behalf of Contractor.

3.2.5 "Designated Contractors/other contractor" means any of the following whose activities or the works they are engaged to carry out, affect or are affected by the Works, in any way or at any time:

- a. contractors, design consultants and utility authorities engaged on the Project from time to time by the AAI;
- b. sub-contractors of any tier of the contractors under (a) above; provided that the definition shall exclude the Contractor and his sub-contractors of any tier in relation to the Works.

3.2.6 "Designer" means the Contractor, or part of the group forming the contractor, person, firm or company or group of companies, or any replacement, carrying out the Design of Works or part thereof.

3.2.7 (i) Department means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.

(ii) AAI or Airport Authority of India shall mean the Chairman Airports Authority of India; the Chairman means the Chairman Airports Authority of India and his Successors. AAI or Airport Authority of India shall mean the Chairman Airports Authority of India.

(iii) The terms Executive Director Engg. means the head of Department of Engineering, Airports Authority of India.

(iv) Accepting Authority shall be as per prevailing Delegation of Powers of AAI.

- 3.2.8 The Engineer-In-charge means the Engineer Officer who shall supervise and be In-charge of the work as nominated or appointed from time to time by the AAI to act as the Engineer-In-charge for the purposes of the Contract and notified as such in writing to the Contractor.
- 3.2.9 "Engineer's Representative" means any Assistant of the Engineer-In-charge appointed/designated from time to time by the Engineer-In-charge.
- 3.2.10 "Sub-contractor" means any person named in the Contract as a sub- contractor, manufacturer or supplier for a part of the Works or any person to whom a part of the Works has been sub-contracted as per agreement provisions and the legal successors in title to such person, but not any assignee of such person.
- 3.2.11 ~~"PMC" shall mean the Project Management Consultant engaged by AAI for the entire project from Concept to Commissioning including defect liability period.~~

3.3 Dates, Times and Periods

- 3.3.1 "Commencement Date" means the date on which the Contractor shall commence the Works on the written instructions of the Engineer contained in the Notice to Proceed.
- 3.3.2 "Contract Period" means the period from the Commencement Date to the completion date as certified by the Engineer-in-Charge.
- 3.3.3 "Day" means a calendar day, "Week" means 7 calendar days, "Month" means a calendar month as per Gregorian calendar and "Year" means 365 days.
- 3.3.4 "Effective Date" means the date on which the Contract comes into force and effect.
- 3.3.5 "Gazetted Holiday" means every holiday which is observed by Government as a gazetted holiday as well as a weekly holiday.
- 3.3.6 "General Holiday" means Sunday.
- 3.3.7 "Business day" shall be construed as a reference to a day (other than a Sunday) on which banks in are generally open for business
- 3.3.8 "Key Date" means a date identified as such in the Contract.
- 3.3.9 "Milestone" means the completion of a part of the Works or the occurrence of an event identified as such in the Schedule of Milestones.
- 3.3.10 "Milestone Date" means the date prescribed in the Schedule of Milestone by which a Milestone is to be achieved.

3.3.11 "Stage" means level of progress of the works identified as such and more particularly described in the AAI's Requirements for which a Key Date for the achievement thereof is stipulated in the Contract.

3.3.12 "Time for Completion" means the time for completing the Works or a section or a part thereof (as the case may be), and passing the Tests on Completion, including Integrated Testing and Commissioning, as stated in the contract, calculated from the Commencement Date.

3.4 Tests and Completion

3.4.1 "Factory Tests" means the tests required to be carried out in the factory premises on components, equipment, subsystem, system, etc. during and/or after manufacture in the factory.

3.4.2 "Integrated Testing" in the contracts where applicable means the programme of tests performed by the Contractor at the direction of the Engineer-In-Charge following satisfactory completion of Contractor's tests on his equipment, sub-systems or system to verify and confirm the compatibility and compliant performance of his equipment/ sub-system/ system with the equipment/ sub-system/ system provided by others.

3.4.3 "Milestone Certificate" means the certificate to be issued by the Engineer-in-Charge in relation to the achievement or otherwise of Milestones.

3.4.4 "Performance Certificate" means the certificate issued by the Engineer-in-Charge.

3.4.5 "Taking Over Certificate" means a certificate issued under Article 12.

3.4.6 "Tests on Completion" means the tests specified in the Contract and designated as such, including Integrated Testing where applicable and any other such tests as may be agreed by the Engineer-in-Charge and the Contractor, or instructed as a Variation, which are to be carried out before the Works, or any Section are taken over by the AAI.

3.5 Money and Payments

3.5.1 "Contract Price" means the sum stated in the Letter of Acceptance as payable to the Contractor, subject to such additions thereto or deductions therefrom as may be made under the provisions of the Contract.

3.5.2 "Cost" means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site.

3.5.3 "Cost Centre Amount" means the amount apportioned to a Cost Centre as set out in the Pricing Document.

- 3.5.4 "Final Payment Certificate" means the payment certificate issued by the Engineer-in-Charge under Sub-Clause 17.14.
- 3.5.5 "Final Payment Statement" means the agreed statement defined in Sub- Clause 17.13.
- 3.5.6 "Foreign Currency" means a freely convertible international trading currency in which part or whole of the Contract Price is payable, but not the Local Currency.
- 3.5.7 "Interim Payment Certificate (IPC)" means any payment certificate issued by the Engineer under Sub-Clause 17.5, other than the Final Payment Certificate.
- 3.5.8 "Local Currency" means Indian Rupees.
- 3.5.9 "Interest" wherever applicable shall means simple interest @10% per annum.

3.6 Other Definitions

- 3.6.1 "Approval or Approved" means Approval in writing including subsequent written confirmation of previous verbal approval.
- 3.6.2 "Contractor's Equipment" means all machinery, apparatus, appliances, other things of whatsoever nature required for purpose of the Contract, including without limitation, Contractor's Plant and Equipment, or Materials to or from the Site, but does not include Plant, or Materials intended to form or forming part of the Permanent Works.
- 3.6.3 "Cost Centre" means a group of activities and/ or items of work/part of the work identified as such in the Pricing Document.
- 3.6.4 "Materials" means things of all kinds (other than Plant) to be provided and incorporated in the Permanent Works by the Contractor, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.
- 3.6.5 "Plant" means the machinery, equipment, and apparatus and the likes, intended to form or forming part of the Permanent Works, including the supply-only items (if any), which are to be supplied by the Contractor as specified in the Contract.
- 3.6.6 "Section" means a part of the Works specifically designated in the Appendix to Form of Tender as a Section (if any).

- 3.6.7 "Site" means the places provided by the AAI where the Works are to be executed and to which Plant, Goods / Machinery and Materials are to be delivered and any other place as may be specifically designated in the Contract as forming part of the Site. Site includes Depot, where Goods/Plant/Machinery will be delivered, tested and commissioned as provided in the Contract.
- 3.6.8 "Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modifications thereto. Scheduled Commercial Banks (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-Operative/Regional Rural Banks).
- 3.6.9 "Specification" means the Specification referred to in the contract and any modification thereof or addition thereto, as may from time to time be furnished or approved in writing by the Engineer.
- 3.6.10 "Test" means such Tests as are prescribed in the Specifications or by the Engineer-In-Charge or his Representative, whether performed by the Contractor or by the Engineer-In-Charge or his Representative or any agency acting under the direction of the Engineer-in-Charge.
- 3.6.11 "Variation" means any alteration and/ or modification to the AAI's Requirements, which is instructed by the Engineer-in-Charge or approved as a variation by the Engineer-in-Charge, in accordance with Article 13.
- 3.6.12 "Works" means the work including survey, investigation, design, both permanent and temporary, or services to be carried out, designed, constructed, manufactured, fabricated, delivered to Site, erected, installed, completed, tested, commissioned, (including Integrated Testing and Commissioning) and remedying of any defects, and/ or supplied in accordance with the Contract and include Plant, Goods and Materials and their accessories and other necessary items/activities to complete the project/work.
- 3.6.13 "Permanent Works" means the permanent works to be designed and executed in accordance with the Contract.
- 3.6.14 "Temporary Works" means all temporary works of every kind (other than Contractor's Equipment) required for the execution and completion of the Works, and the remedying of any defects.
- 3.6.15 "Project/Work" means as defined under Article 2

3.6.16 Other definitions

- "EPC" shall mean "Engineering, Procurement, and Construction"
- "Applicable Law" means the laws and any other instruments having the force of law

in the Government's country, as they may be issued and in force from time to time.

- "Contract" means this Contract between AAI and Bidder.
- "Government" means the State and/or Central Government.
- "Services" means the work to be performed by the Bidder pursuant to this Contract for the purposes of the Project, as described in Terms of Reference.
- "Sub-Consultant" means any entity to which the Consultant subcontract any part of the Services
- "Third Party" means any person or entity other than the Government, AAI, the Consultant or a Sub-Consultant.
- "Drawings" means, drawing referred to in the specification and /or any modifications to the drawings, approved by AAI.
- "Works" means, work to be executed in accordance with contract, or part thereof, as case may be and shall also include all extra / additional, alternation / substitution as required for performance of the contract.
- "Personnel" means persons hired by the Contractor or by any Sub Contractor as employees and assigned to the performance of the Services or any part thereof;
- "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the territory of Government of India;
- "Local Personnel" means such persons who at the time of being so hired had their domicile inside the territory of Government of India;
- "MEP" Mechanical Electrical and Plumbing services
- "BMU" Building Maintenance Units such as FIDS, CCTV, BMS, Wi-Fi, IT infra etc.
- "ETP" means Effluent Treatment Plant
- "WTP" means Water Treatment Plant
- "STP" means Sewerage Treatment Plant
- "AC Plant" means Air-conditioning Plant
- "AHU" means Air Handling Units
- "PA System" means Public Address System
- "DG Sets" means Diesel Generating Sets
- "PBB" means Passenger Boarding Bridges
- "SCCTV" means Surveillance Close Circuit TV System
- "IT" means Information Technology
- "AS" means Airport System
- "APD" means Airport Director
- "FIDS" means Flight Information Display System
- "ETD" means Explosive Trace Detector
- "DFMD" means Door Frame Metal Detector
- "HHMD" means Hand Held Metal Detector
- "BCAS" means Bureau of Civil Aviation Security
- "VHF FM" means Very High Frequency FM
- "EPABX" means Electronic Private Automatic Branch Exchange
- "IP" means Internet Protocol
- "OFC (UTP)" means Optical Fibre Cable

- "UPS" means Uninterrupted Power Supply
- "VPN" means Virtual Private Network
- "CUTE" means Common Utility Terminal Equipment
- "CUSS" means Common-Use Self-Service
- "CUPPS" means Common Use Passenger Processing Systems
- "CVs" means Curriculum Vitae
- "BIS" means Bureau of Indian Standards
- "ICAO" means International Civil Aviation Organization
- "MoEF" means Ministry of Environment & Forest
- "DGCA" means Director General of Civil Aviation
- "IIT" means Indian Institute of Technology
- "NIT" means National Institute of Technology
- "AAI" means Airports Authority of India
- "CTE" means Chief Technical Examiner
- "CVC" means Central Vigilance Commission
- "PSU" means Public Sector Undertaking
- "CEO" means Chief Executive Officer
- "CA" means Chartered Accountant
- "ASHRAE" means American Society of Heating, Refrigerating and Air-Conditioning Engineers
- "NFPA" means National Fire Protection Association
- "GRIHA" means Green Rating for Integrated Habitat Assessment
- "LEED" means Leadership in Energy and Environmental Design
- "ECBC" means Energy Conservation Building Code
- "NBC" means National Building Code
- "RCC" means Reinforced Cement Concrete
- "GFC" means Good for Construction
- "BOQ" means Bill of Quantities
- "NITB" means New Integrated Terminal Building
- "O&M" means Operation & Maintenance
- "E&M" means Electrical & Mechanical
- "EPF" means Employees Provident Fund
- "DRC" means Dispute Resolution Committee
- "KW" means Kilo Watt
- "TR" means Tonnage
- "FY" means Financial Year
- "TI" means Transparency International
- DLP- Defect Liability Period
- MESS –Mechanized Environmental Support Services
- AICMC-All Inclusive Comprehensive Maintenance Contract
- CAMC- Comprehensive Annual Maintenance Contract
- "IEM" means Independent External Monitor
- "Crs" means Crores
- "SD" means Security Deposit
- "BG" means Bank Guarantee
- "C/O" means Construction of
- "FAR" means Floor Area Ratio
- "PIB" means Public Investment Board.
- "CCEA" means Cabinet Committee on Economic Affairs.

- 1 year= 365 days
- 2 years= 730 Days
- 5 years= 1825 Days
- 7 Years = 2555 Days

4. LAWS AND LANGUAGE

In this contract unless the context otherwise requires, following shall be applicable:

4.1 Laws

- (a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- (b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.
- (c) terms and expressions not herein defined shall have the meanings assigned to them in the "Indian General Clauses Act, 1897" or the Indian Contract Act or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.
- (d) "Jurisdiction of Courts" Where recourse to a court is made by either party in respect of any matter under the contract, the court at place of issue of Award Letter shall have the exclusive jurisdiction to try all disputes between the parties.

4.2 Language

- (a) "**Language**" of the contract shall be English and in case of bilingual contract, English version shall prevail over other language.
- (b) references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

- (c) the table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract;
- (d) the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- (e) words indicating one gender include all genders;
- (f) words indicating the singular also include the plural and words indicating the plural also include the singular and
- (g) "written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record.

5. MEASUREMENTS AND ARITHMETIC CONVENTIONS

Unless and otherwise specified in Specifications/Standards as applicable and BIS Codes/Specifications, all measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

6. PRIORITY OF CONTRACTS AND ERRORS/DISCREPANCIES

- (i) The Contractor or Contract Agreement (if any) and documents forming part of or referred to in the Contract are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in the Contract, the priority of the Contract and other documents and contracts forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order of precedence:
 - a. The contractor contract agreement as applicable
 - b. The letter of acceptance
 - c. Pre and post bid proceedings
- (ii) Subject to the provisions of Clause 6(i), in case of ambiguities or discrepancies with in this Agreement, the following shall be applicable:
 - a. Reply to queries and corrigendum
 - b. Scope of work

- c. Tender drawing and schedule of finishes
- d. Design Basis report
- e. The Special Conditions of Contract, if any;
- f. Construction Specifications, any other specification as applicable and BIS Specifications
- g. The General Conditions of Contract, if any;
- h. Between two or more Clauses of this Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- i. Between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
- j. Between any two Schedules, the Schedule relevant to the issue shall prevail;
- k. Between any value written in numerals and that in words, the later shall prevail.

(iii) In the event of conflict related to scope of work:

- a. Scope of work means scope shown and mentioned in tender drawings and tender document i.e. anything written in scope of work/tender document but same is not shown in drawing then written scope will be considered as scope of work (and vice-versa), and same will be executed/constructed by EPC contractor and nothing shall be paid extra to the EPC contractor for the same.
- b. If in case, no minimum capacity/ dimension is mentioned, the agency has to provide the system/ capacity as per actual worked out as per the relevant specification/Scope of work/DBR/SCC or minimum capacities whichever is higher, the cost shall be deemed included considering the above aspects.

7. AAI'S USE OF CONTRACTOR'S DOCUMENTS

- a. As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.
- b. The Contractor shall be deemed (by signing the Contract) to give to the AAI a non-terminable, transferable, non-exclusive, royalty-free licence to copy, use, and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- (i) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (ii) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (iii) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

8. CONTRACTOR'S USE OF AAI'S DOCUMENT

As between the Parties, the AAI shall retain the copyright and other intellectual property rights in the AAI's Requirements and other documents made by (or on behalf of) the AAI. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.

They shall not, without the AAI's consent, be copied, used, or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

9. COMPLIANCE WITH STATUTES, REGULATIONS AND LAWS

The Contractor shall familiarize themselves and conform in all aspects with:

- a. The provision of any enactment in India as applicable from time to time.
- b. the regulations or bye-laws of any local body and utilities.
- c. the Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and approvals before the Work is taken up.

Ignorance of Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work.

The Contractor shall indemnify the AAI against all penalties and liabilities of every kind arising from breach of any such enactment, laws, regulations, bye-laws, or rules.

10. JOINT AND SEVERAL LIABILITY:

If the Contractor (under applicable laws) is a joint venture, Consortium, or other incorporated grouping of two persons:

- a. These persons shall be deemed to be jointly and severally liable to the Authority for the performance of the Contract; and
- b. The Contractor shall not alter its composition or legal status without the prior consent of the Authority.
- c. These persons shall notify the AAI of their leader who shall have authority to bind the Contractor and each of the persons.

ARTICLE 2

THE PROJECT AND ITS SCOPE

2.1 Scope of the Project

2.1.1 ***Name of Work: Development and Upgradation of Existing Airport at Valmiki Nagar for Code-2B Type of Aircraft.***

SH: Construction of Pre-Fab Steel Structure Terminal Building, Pre-Engineered ATC Tower, Pre-Engineered Fire Station and other associated Works at Valmiki Nagar Airport on EPC Mode.

Under this Agreement, the scope of the Project/Work (the "Scope of the Project/Work") shall mean and include:

- (a) Construction of the Project/Work on the Site set forth in **Schedule A** and as specified in **Schedule-B**, together with provision of Project Facilities as specified in **Schedule-C**, and in conformity with the Specifications and Standards set forth in **Schedule-D** and in line with SCC, DBR, Technical Specifications, Drawings, etc.
- (b) ~~Maintenance of the Project in accordance with the provisions of this Agreement and in conformity with the requirements set forth in **Schedule-N**; and~~
- (c) Performance and fulfilment of all other obligations of the Contractor and ensuring compliance to all provisions contained elsewhere in the contract and in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.

ARTICLE 3

OBLIGATIONS OF THE CONTRACTOR

3.1 Obligations of the Contractor

3.1.1 The Works as completed by the Contractor shall be wholly in accordance with the Contract and fit for the purposes for which they are intended, as defined in the Contract. The Works shall include any work which is necessary to satisfy the AAI's Requirements, the Contractor's Proposal and Schedules, or is implied by the Contract, or arises from any obligation of the Contractor, and all works not mentioned in the Contract but which may be inferred to be necessary for stability, or completion, or the safe, reliable and efficient operation of the Works.

Subject to and on the terms and conditions of this Contract, the Contractor shall undertake survey, investigation, design, manufacture, execute, install, complete, test (including Integrated Testing wherever required) and commission the Works, including providing Construction and maintenance of the Project/Work and/or Manufacture Documents, within the Time for Completion and shall remedy any defects within the Contract Period. The Contractor shall provide all superintendence, labour, Plant, Materials, Contractor's Equipment, Temporary Works and all other things, whether of a temporary or permanent nature, required in and for such design, works and remedying of defects.

Before commencing design, if in the scope of the contract, the Contractor shall satisfy himself regarding the AAI's Requirements (including design criteria and calculations, if any) and the items of reference mentioned in **Sub-Clause 3.13**.

The Contractor shall give notice to the Engineer-in-Charge of any error, fault, or other defect in the AAI's Requirements or such items of reference. After receipt of such notice, the Engineer-in-Charge shall determine whether Article 15 shall be applied, and shall notify the Contractor accordingly.

The Contractor shall take full responsibility for the adequacy, stability, and safety of all Site operations, of all methods of construction, manufacture, and of all the Works, irrespective of any approval or consent by the Engineer-in-Charge. The Contractor shall be deemed to have satisfied himself before submitting his tender as to the correctness and sufficiency of his Tender to cover all his risks, liabilities, and obligations set out in or implied by the Contract and all matters and things necessary for the proper design, manufacture, execution, installation, completion, testing, Integrated Testing whichever is in the scope of the contract, commissioning of the Works and remedying of the Defects.

By entering into the contract, the Contractor acknowledges responsibility for ascertaining and securing at his own cost:

- a. Conditions bearing upon the proper transportation, disposal, handling and storage of materials (including but not limited to hazardous toxic substances and excavated materials);
- b. Availability of electricity, water and gas;
- c. Availability of skilled manpower;
- d. The character of equipment and facilities needed preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;
- e. The protection of the environment and adjacent structures which will be necessary preliminary to and during the manufacture, installation, execution, testing, Integrated Testing, and commissioning of the Works and remedying of any defects;
- f. The location of and the authorization required for and the means of diversion of any services and facilities required for the purposes of the Works.

The Contractor shall, whenever required by the Engineer-in-Charge, submit details of the arrangement and methods which the Contractor proposes to adopt for the execution of the Works. No alteration to these arrangements or methods shall be made without the approval of the Engineer-in-Charge.

3.1.2 The Contractor shall remedy any and all loss or damage to the Project or the Materials or Plant to be incorporated in the Project during the Contract Period at the Contractor's cost if such loss or damage is attributable to the Contractor's acts or omissions.

3.1.3 **Submission of Performance Guarantee**

After acceptance of the bid, contractor has to submit Performance Guarantee as per provisions of **Article 7**.

3.1.4 The Contractor shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Contract:

- a. make, or cause to be made, necessary applications to the relevant Government Instrumentalities with such particulars and details as may be required for obtaining Applicable Permits, licenses and approvals set forth in **Schedule-E** and obtain and keep in force and effect such Applicable Permits in conformity with the Applicable Laws;

- b. procure, as required, the appropriate proprietary rights, licenses, contracts and permissions for materials, methods, processes and systems used or incorporated into the project;
- c. keep, on the Site, a copy of this Contract, publications named in this Contract, the Drawings, Documents relating to the Project, and Change of Scope Orders and other communications given under this Contract. The Engineer-in-Charge and its authorized personnel shall have the right of access to all these documents at all reasonable times.

3.2 Obligations relating to sub-contracts, and any other contracts

- 3.2.1 The Contractor shall not sub-contract or sublet any Works excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract, and rest of the work shall be carried out directly under its own supervision and through its own personnel. Provided, however, that the Contractor may enter into contracts or sub-contracts for the supply of Materials, Plant, equipment and labour for undertaking such Works. For the avoidance of doubt, the Parties agree that all obligations and liabilities under this Contract shall at all times remain with the Contractor.
- 3.2.2 For any sub-contract which is not covered under terms of contract, the Contractor shall communicate the name and particulars, including the relevant experience of the Sub-contractor, to the AAI forthwith. The AAI shall examine the particulars of the Sub-contractor and convey its objections, if any, within a period of 14 (fourteen) days from the date of receiving the communication from the Contractor. In the event the AAI decides that the Sub-contractor should not be engaged, it may ask the Contractor forthwith not to proceed with the sub-contract and the Contractor shall comply therewith. Correctness and genuineness of the documents of the sub-contractor shall be responsibility of the contractor. In case contractor does not receive any No Objection Certificate (NOC) or any objection from Engineer-in-Charge within 21 days of submission of documents of sub-contractor, he may proceed further assuming NOC has been issued.
- 3.2.3 The Contractor shall be responsible for observance by all Sub-contractors of all the provisions of the Contract. It is expressly agreed that the Contractor shall, at all times, shall be responsible for the acts or defaults of any Sub-contractor, his representatives or employees, as fully as if they were the acts or defaults of the Contractor, his representatives or employees and nothing contained in contract shall constitute a waiver of the Contractor's obligations under this contract. The Contractor shall provide to the Engineer-in-Charge of all the Sub Contracts including terms, conditions and pricing. The Contractor shall endeavour to resolve all matters and payments amicable and speedily with the sub-contractors.
- 3.2.4 The contractor shall ensure that their sub-contractors, material/equipment suppliers, consultants and other agencies deployed by them in connection with execution of

the contract do not make any claim or raise any dispute before AAI. An undertaking in the following format shall be submitted by contractor in respect of each such agency:

Name of work: Construction of Interim Terminal Building & allied works at Udhampur Airport (J&K)

In connection with above work, M/s....., Contractor has/is engaging M/s....., as sub-contractor (or consultant or material/equipment supplier or service provider). For this, the terms and conditions of contract include necessary provisions for resolution of dispute if any arising between contractor and sub-contractor.

It is confirmed by the sub-contractor that any claim/dispute arising out of the above work shall be resolved in terms of contract and shall not be raised before AAI and also shall not make any claim against AAI before any forum/court.

Signature of Contractor

3.3 Assignment of Contractor's and sub-contractor's Obligations

The Contractor shall not assign a right or benefit under the Contract without first obtaining AAI's prior written consent, otherwise than by:

- a. A charge in favour of the Contractor's bankers of any money due or to become due under the Contract, or
- b. Assignment to the Contractor's insurers (in cases where the insurers have discharged the Contractor's loss or liability) of the Contractor's right to obtain relief against any other party liable. If a Subcontractor's obligations extend beyond the expiry date of Defects Liability Period then the Contractor shall assign the benefits of such obligations to the AAI.

In the event that a sub-contractor of any tier provides to the Contractor or any other sub-contractor a warranty in respect of Plant, Materials or services supplied in connection with the Works, or undertakes a continuing obligation of any nature whatsoever in relation to such Plant, Materials or services (including without limitation an obligation to maintain stocks of spare parts) extending for a period exceeding that of the Defects Liability Period or where there is more than one Defects Liability Period exceeding that of the latest Defects Liability Period, and if the Engineer-in-Charge so directs in writing within 21 days of the expiry of the Defects Liability Period or the latest Defects Liability Period (as the case may be), the Contractor shall immediately assign or obtain the assignment of the benefit of

such warranty or obligation to the AAI or at the direction of the AAI, to any third party referred to in **Sub-Clause 4.2**

3.4 Compensation of Breach

Any breach of Sub-clauses 3.2 to 3.3 and any breach of Integrity Pact under clause 23 of General Guidelines for bidder Volume –I shall entitle the AAI to terminate the contract under Article 21 of these conditions and also render the Contractor liable for loss or damage arising due to such cancellation.

3.5 Employment of foreign nationals

The Contractor acknowledges, agrees and undertakes that employment of foreign personnel by the Contractor and/or its Sub-contractors and their sub-contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Contractor. Notwithstanding anything to the contrary contained in this Contract, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Sub-contractors or their sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Contractor from the performance and discharge of its obligations and liabilities under this Contract.

3.6 Contractor's personnel

- 3.6.1 The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.
- 3.6.2 Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 14 days of Notice to Proceed, submit to the Engineer-in-Charge for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior information to the Engineer-in-Charge. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of Engineer-in-Charge.

Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under **Article 21**.

The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer-in-Charge has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day to day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

- 3.6.3 The Engineer-in-Charge may direct the Contractor to remove any member of the Contractor's personnel. Provided that any such direction issued by the Engineer-in-Charge shall specify the reasons for the removal of such person.
- 3.6.4 The Contractor shall on receiving such a direction from the Engineer-in-Charge order for the removal of such person or persons with immediate effect. It shall be the duty of the Contractor to ensure that such persons are evicted from the Site within 10 (ten) days of any such direction being issued in pursuance of Clause 3.6.3 The Contractor shall further ensure that such persons have no further connection with the Works or Maintenance under this Contract. The Contractor shall then appoint (or cause to be appointed) a replacement.

3.7 Facilities for and Co-ordination with others

The Contractor shall not impede and shall afford all necessary facilities, access and/or services to the AAI, Engineer-in-Charge, Designated Contractors, utility undertakings, personal of public AAI, other relevant authorities and other contractors (whether employed by the AAI or not) who are carrying out on, or in the vicinity of, the Site, works not included in the Contract but forming part of the Project:

- a. The Contractor shall take all reasonable steps to ensure that the Works are co-ordinated and integrated with the design, manufacture, installation execution and testing of such other works and shall in particular (but without limitation):
- i) comply with any direction which the Engineer may give for the integration of the design of the Works with the design of any other part of the Project;
 - ii) consult, liaise and co-operate with those responsible for carrying out such other works, including where necessary, in the preparation of the respective designs, the preparation of co-ordinated programmers, method statements, co-ordination drawings and specifications together with arrangements of service priorities and zoning;

- iii) participate in Integrated Testing and Commissioning of the system with Designated Contractors and demonstrate to the satisfaction of the Engineer-in-Charge that the Works have been designed and constructed in a manner compatible with the works of Designated Contractors.
- b. The Contractor shall undertake design co-ordination with other contractors who are carrying out works forming part of the Project as described in the AAI's Requirements. At the end of each such co-ordination period, the Contractor and the other contractor with whose works the interface period refers shall jointly state in writing that their design co-ordination activities are complete and that their respective designs are integrated and can be finalized without interference with each other's designs or the designs with which their designs have already been integrated. A copy of this joint written statement shall be provided to the Engineer-in-Charge within 7 days of the end of the said design co-ordination period. Unless and until copies of all relevant and necessary design co-ordination statements have been submitted to the Engineer-in-Charge, the Engineer-in-Charge shall be entitled to suspend any review or further review of the Contractor's or the other contractor's design submissions. Such suspension shall not be grounds for the Contractor to claim nor shall be entitled to receive an extension of time or additional payments.
- c. The Contractor shall provide within the Site, staging, storage and unloading areas for the use of Designated Contractors, if any, who are undertaking other works related with the project. Separate locations shall be provided for each such contractor. The exact size and location of these staging, storage and unloading areas, and the commencement date shall be co-ordinated and agreed during the design interface period with each Designated Contractor.
- d. Any other contract which depends for its execution on the Contract or upon which the Contract is dependent for its own execution shall be identified by the Engineer-in-Charge as a "Designated Contract". The Contractor shall provide attendance on Designated Contractors in accordance with the AAI's Requirements and as instructed by the Engineer-in-Charge. The identity of the contractor for a Designated Contract may not be known before the execution of the Contract but this shall not be a ground for the Contractor to object to the subsequent appointment of a Designated Contractor.
- e. The Contractor shall in accordance with the requirements of the Engineer-in-Charge co-ordinate his own Works with that of Designated Contractors through Co-ordinated Installation Programme (CIP) stated in the AAI's Requirements, or as the Engineer-in-Charge may require, and shall afford the Designated Contractors all reasonable opportunities for carrying out their works.

- f. The Contractor shall afford all reasonable opportunities, for carrying out their work, to other contractors employed by the AAI and their workmen respectively and the workmen of the AAI who may be engaged on or near the Site of any work, ancillary to the Works, but, not included in the Contract and shall not cause them inconvenience.
- g. It shall be the responsibility of the Contractor to ensure that the full extent of the Works under the Contract and the works to be carried out by Designated Contractors within the Works or, in, on, under, through and over the Site are co-ordinated and integrated in their design, manufacture, installation and construction. Such responsibility shall neither be mitigated nor in any other way affected by virtue of similar responsibilities being placed on other contractors.
- h. The Contractor shall be deemed to have made adequate allowance in the Contract Price and in the Works Programme in respect of these obligations.
- i. If any act or omission of the Contractor whether directly or indirectly results in the delay in the execution of the works of a Designated Contractor, the Contractor, in addition to his liability in respect of damages, if they become due, shall pay to the AAI, or the Engineer-in-Charge may deduct from Interim Payment Certificates such amount as the Engineer-in-Charge shall have certified in respect of additional payments or costs to the Designated Contractor in respect of such delay.

3.8 Publicity

The Contractor shall not publish or otherwise circulate alone or in conjunction with any other person, any articles, photographs or other materials relating to the Contract, the Site, the Works, the Project or any part thereof, nor impart to the Press, or any radio or television network any information relating thereto, nor allow any representative of the media access to the Site, Contractor's Works Areas, or off-Site place of manufacture, or storage except with the permission, in writing, of the AAI. The Contractor shall ensure that his sub-contractors of any tier shall be bound by alike obligation and shall, if so required by the AAI, enforce the same at his own expense. The provisions of this Sub-Clause shall not exempt the Contractor from complying with any statutory provision in regard to the taking and publication of photographs.

3.9 Contractor's care of the Works

The Contractor shall bear full risk in and take full responsibility for the care of the Works and Materials, goods and equipment for incorporation therein from the Commencement Date until the Completion Certificate is issued, except and to the

extent that any loss of or damage to the same shall arise out of any default or neglect of the AAI.

The Contractor shall throughout the execution of the Works including the carrying out of any testing, commissioning (including Integrated Testing and Commissioning), or remedying of any defect:

- a. Take full responsibility for the adequacy, stability, safety and security of the Works, Plant, Goods, Contractor's Equipment, Temporary Works, operations on Site and methods of manufacture, installation, construction and transportation;
- b. Have full regard for the safety of all persons on or in the vicinity of the Site (including without limitation persons to whom access to the Site has been allowed by the Contractor), comply with all relevant safety regulations, including provision of safety gear, and insofar as the Contractor is in occupation or otherwise is using areas of the Site, keep the Site and the Works (so far as the same are not completed and occupied by the AAI) in an orderly state appropriate to the avoidance of injury to all persons and shall keep the AAI indemnified against all injuries to such persons.
- c. Provide and maintain all lights, guards, fences and warning / inconvenience signs and watchmen when and where necessary or required by the Engineer-in-Charge or by laws or by any relevant AAI for the protection of the Works and for the safety and convenience of the public and all persons on or in the vicinity of the Site; and
- d. Where any work would otherwise be carried out in darkness, ensure that all parts of the Site where work is being carried out are so lighted as to ensure the safety of all persons on or in the vicinity of the Site and of such work.

Contractor is required to take note of all the necessary provisions in AAI's Safety, Health and Environment Manual (SHE Manual) and the Contractor's price shall be inclusive of all the necessary costs to meet the prescribed safety standards. In the case, the Contractor fails in the above, the AAI may provide the necessary arrangements and recover the costs from the Contractor.

3.10 Water, Electricity and other services

The Contractor shall be responsible for procuring of all power, water and other services that it may require at his own cost and expense.

The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions.

- (i) That the water used by the contractor (s) shall be fit for construction purposes to the satisfaction of the Engineer-in-Charge.
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor (s) if the arrangements made by the contractor (s) for procurement of water are in the opinion of the Engineer-in-Charge, unsatisfactory.

DEPARTMENTAL WATER SUPPLY, IF AVAILABLE

Water if available may be supplied to the contractor by the department subject to the following conditions:

- (i) The water charges @**1%** shall be recovered on gross amount of the work done.
- (ii) The contractor(s) shall make his/their own arrangement of water connection and laying of pipelines from existing main of source of supply.
- (iii) The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor (s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the AAI's water main so that the progress of his/their work is not held up for want of water. No claim of damage or refund of water charges will be entertained on account of such break down.

ALTERNATE WATER ARRANGEMENTS

- (i) Where there is no piped water supply arrangement and the water is taken by the contractor from the wells or hand pump constructed by the AAI, no charge shall be recovered from the contractor on that account. The contractor shall, however, draw water at such hours of the day that it does not interfere with the normal use for which the hand pumps and well are intended. He will also be responsible for all damage and abnormal repairs arising out of his use, the cost of which shall be recoverable from him. The Engineer-in-Charge shall be the final authority to determine the cost recoverable from the contractor on this account and his decision shall be binding on the contractor.
- (ii) The contractor shall be allowed to construct temporary wells in AAI land for taking water for construction purposes only after he has got permission of the Engineer-in-Charge in writing. No charges shall be recovered from the contractor on this account but the contractor shall be required to provide necessary safety arrangements to avoid any accidents or damage to adjacent buildings, roads and service lines. He shall be responsible for any accidents or

damage caused due to construction and subsequent maintenance of the wells and shall restore the ground to its original condition after the wells are dismantled on completion of the work.

ELECTRICITY /POWER SUPPLY

Contractor shall make his own arrangements for power supply for the execution of the work. However, if surplus power supply is available with Department power connection may be given to the agency on payment bases as per applicable per unit rates plus applicable departmental charges. Contractor shall provide electricity meter as per direction of Engineer-in-Charge at tapping point and further distribution shall be made by contractor as per direction of Engineer-in-Charge.

3.11 Sufficiency of accepted contract amount

The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price having foreseen all difficulties. Unless otherwise stated in the Contract, the Contract Price shall cover all his obligations under the Contract and all things necessary for the proper design, execution and completion of the Works, testing and commissioning (including Integrated Testing and Commissioning) and remedying of any defects.

3.12 Setting Out

3.12.1 Accurate Setting Out

The Contractor shall be responsible for:

- (a) The accurate setting out of the Works in relation to the original points, lines and levels of reference given by the Engineer-in-charge in writing;
- (b) The correctness of position, levels, dimensions and alignments of all parts of the Works;
- (c) The provisions of all necessary instruments, equipment, apparatus and labour in connection with the foregoing responsibilities; and
- (d) Carefully protecting and preserving all bench marks, sight rails, pegs and other things used in setting out the Works.

The checking of any setting-out or of any line or level by the Engineer-in-Charge shall not in any way relieve the Contractor of his responsibility for the accuracy or correctness thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.

3.12.2 Errors in Setting Out

If at any time during the execution of the Work, an error appears in the positions, levels, dimensions or alignment of any part of the Works, the Contractor on being required to do so by the Engineer-in-Charge shall, at Contractor's cost, rectify such error to the satisfaction of the Engineer-in-Charge.

3.13 Site Data

- i. The AAI shall have made available to the Contractor with the Tender documents such relevant data in AAI's possession on hydrological and sub-surface conditions. The accuracy or reliability of the data/studies/reports and of any other information supplied at any time by the AAI or Engineer-in-Charge is not warranted with respect to the viability of his design and execution of Works and the Contractor shall be responsible for interpreting all such data. The Contractor shall conduct further investigations considered necessary by him at his own cost and any error, discrepancies if found in AAI's data at any stage will not constitute ground for any claim for extra time and costs.
- ii. The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works.
- iii. The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:
 - (a) the form and nature of the Site, type of soil including the sub-surface conditions;
 - (b) the hydrological and climatic conditions;
 - (c) the extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects;
 - (d) the applicable laws, procedures and labour practices
 - (e) The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services.
 - (f) the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.

- (g) The availability and transportation of materials, manpower, machinery and other require facilities.

3.14 Access Route

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the parties) be responsible for the maintenance of access routes. The Contractor shall provide at his cost signs or directions, which he may consider necessary or as instructed by Engineer-in-Charge for the guidance of his staff, labour and others. The Contractor shall obtain any permission concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.

The AAI will not be responsible for any claims which may arise from the use or otherwise of any access route. The AAI does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.

3.15 Rights of Way and Facilities

The AAI will provide land for Permanent Works and right of way (within AAI's land) for access thereto over routes established by the Contractor. The Contractor shall bear all cost and charges for special or temporary rights of way which he may require including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facility outside the Site which he may require for the purpose of the Works. The AAI reserves the right to make use of these service roads/rights of way for itself or for other Contractors working in the area, as and when necessary without any payment to the Contractor.

3.16 Programmes:

The Contractor shall prepare an integrated programme chart in Project Management Software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfilment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within 28 days of award of the contract in accordance with **schedule I**.

3.17 Progress Reports

The contractor shall submit the progress report using MS Project/Primavera software with base line programme referred above for the work done during previous month to the Engineer-in-charge on or before 5th day of each month failing which a recovery Rs. 1000/- shall be made on per day basis in case of delay in submission of the monthly progress report.

Monthly Progress Report which shall, amongst other things, highlight actual or potential departures from the Works Programmes and/or the Design Submission Programme and state the measures which the Contractor proposes to take in order to make good or reduce any delay.

If requested by the Engineer, the Contractor shall submit to the Engineer-in-Charge, at weekly intervals, a written report as to the progress of off-Site manufacture of Plant, Rolling Stock and Materials.

The Contractor shall also submit to the Engineer-in-Charge such other reports as may reasonably be required by him or any relevant AAI or public body.

3.18 Contractor's Equipment's

- 3.18.1 All Contractor's Equipment and Temporary Works provided by the Contractor shall, when brought on to the site, be deemed to be exclusively intended for execution of the Works and not be removed without the consent in writing of the Engineer-in-Charge. Such consent shall not be unreasonably withheld or delayed.
- 3.18.2 Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and his unused materials.
- 3.18.3 The AAI shall not, at any time, be liable for the loss or damage to any of the Constructional Plant, Temporary Works or materials save as mentioned in Clause 3.18.2.
- 3.18.4 In respect of any Constructional Plant which the Contractor shall have imported for the purpose of the Works, the AAI may assist the Contractor, where required, in procuring any necessary Government consent for re-export of the same after the completion of the Works.
- 3.18.5 The AAI may assist (but is not obligated to) the Contractor, where required, in obtaining clearance through the Customs of Constructional Plant, materials and other things required for the Works.

3.19 Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to avoid injury, damage and nuisance to people and property resulting from pollution, noise and other results of his operations. The Contractor shall ensure that air emissions, surface discharges and effluent from the Site during the Contract Period shall not exceed the values indicated in the AAI's Requirements, and shall not exceed the values prescribed by law. The Contractor shall conform to the AAI's Requirements and shall indemnify the AAI against any liability or damages or claims arising out of his operations. The Contractor shall be responsible and liable for any stoppage, closure or suspension of the works due to any contravention of statutory requirements relating to the protection of the environment and shall indemnify and keep indemnified the AAI in this regard.

The Contractor's Site Environmental Plan shall be developed for his and AAI's Safety, Health and Environmental Manual (SHE Manual), as per the AAI's Requirements. Nothing extra shall be payable to the Contractor on this account and his Tender price shall be inclusive of expenditure required to be incurred for working as per SHE Manual.

3.20 Tools, Plants and Equipment's Supplied by the AAI

Except for any specific item mentioned in agreement or in AAI's Requirements, the Contractor shall provide all tools, plants and equipment for the Works. In respect of such exceptional tools, plants or equipment committed to be provided by the AAI under terms and conditions specified in the Special Conditions of Contract, the Contractor shall take all reasonable care and shall be responsible for all damages or loss caused by him, his representatives, sub-contractors or his workmen or others while they are in his charge.

On completion of the Works, the Contractor shall hand over the unused balance of the tools, plants and equipment to the AAI in good order and repair, fair wear and tear expected, and shall be responsible for any failure to account for the same or any damage done thereto.

The decision of the Engineer-in-Charge as to the amount recoverable from the Contractor on this account shall be final and binding.

3.21 AAI's Materials & Excavated Materials

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-charge's stores) machinery, tools & plants as specified in agreement. in addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work,

whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefor to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract or otherwise and/ or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

3.22 Sheds, Stores & Yards

It shall be the responsibility of the Contractor to provide at his own expense the required sheds, store houses, and yards for both Permanent and Temporary Works and provide free access to the Engineer and the Engineer's Representative who will have right of inspection including that of instructing the Contractor to remove a particular material from the stores and not to use the same on the Works.

3.23 Temporary Works

All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his cost and subject to the consent of the Engineer-in-Charge shall be removed by Contractor at his own expense when they are no longer required and in such manner as the Engineer-in-Charge shall direct. In case the Contractor fails to remove the temporary works on completion the Engineer-in-Charge is authorized to get the same removed and recover the cost there of from the Contractor.

3.24 Access for Engineer-in-Charge

3.24.1 The Contractor shall allow the Engineer-in-Charge or the Engineer-in-Charge's Representative or any other person authorized by him, at all times access to the Site, and to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the Works. The Contractor shall ensure that sub contracts if any shall contain provisions entitling the Engineer-in-Charge or any person authorized by him to have such access.

3.24.2 Duties and Powers of Engineer-In-Charge's Representative

- (i) The duties of the representative of the Engineer-in-Charge are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by AAI nor to make any variation in the Works.
- (ii) The Engineer-in-Charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegations shall bind the Contractor and AAI as though it had been given by the Engineer-in-Charge.
- (iii) Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- (iv) If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.

3.25 Access Road and Way Leaves

Providing access roads/ way leaves to the site will be Contractor's responsibility.

3.26 Site Clearance

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish or Temporary Works no longer required.

On completion of the works, the Contractor shall clear away and remove from site all Constructional Plant, surplus material and Temporary Works. He should leave the whole of the site and Works in a clean, tidy and workman like condition to the satisfaction of the Engineer-in-Charge.

On completion of Work the Contractor shall also clear away the labour camps, hutments and other related installations and restore the land to its original condition to the satisfaction of the Engineer-in-Charge within 42 (forty-two) days of the physical completion of Work. The cost on account of delay in return of land and

reinstatement of original condition within the stipulated time as determined by Engineer-in-Charge will be recovered from the Contractor's dues.

No final payment in settlement of the accounts for Works shall be made or held to be due to the Contractor, till, in addition to any other condition necessary for such final payment, site clearance and clearances of labour camps etc. shall have been effected by him. Such clearance may be made by the Engineer-in-Charge through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer-in-Charge. All expenses on such removal / clearance shall be debit able to the Contractor as loans due from the Contractor to the AAI, and the AAI shall be competent to recover the same from Contractor's on-account or final bills, or from Performance Security amount or from any other amount payable to the Contractor in any other Contract.

3.27 Security of the Site

The Contractor shall be wholly responsible for security of site and Works. Unless otherwise stated in Special Conditions of Contract.

- a) The Contractor shall be responsible for keeping unauthorised persons off the Site; and
- b) Authorized persons shall be limited to the Employees of the Contractor, Subcontractor or persons authorized by the Engineer-in-Charge.

3.28 Contractor's Operations on Site

The Contractor shall confine his operations to the Site, and to any additional area which may be provided to the Contractor and agreed by the Engineer-in-Charge as working areas. The Contractor shall take all necessary precautions to keep his personnel and equipment within the Site and such additional areas, and to keep and prohibit them from encroaching on adjacent land.

3.29 Disclosure of Relationship

If the Contractor or any partner of the Contractor or Director of the Contractor's company is closely related to any of the Officers of the AAI or the Engineer-in-Charge, or alternatively, if any close relative of an officer of the AAI or the Engineer-in-Charge has financial interest / stake in the Contractor's firm, the same shall be disclosed by the Contractor at the time of filing his tender. Any failure to disclose the interest involved, shall entitle the AAI to terminate the Contract, without payment of any compensation to the Contractor. The Contractor shall note that he is prohibited from developing such interest during the Contract period.

3.30 Use of Explosives: Not Permitted.

3.31 Mobilization of Resources:

Contractor shall not mobilize his resources in terms of materials, machinery, tools & plants, facilities required to implement the project and shall not pay any advances to any party unless he receives notice to proceed from Engineer-in-Charge. Contractor shall himself be responsible for such cost incurred without receipt of notice to proceed and no such claim of contractor shall be entertained by the AAI.

ARTICLE 4

OBLIGATIONS OF THE AAI

4.1 Obligations of the AAI

4.1.1 The AAI shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

4.1.2 The AAI shall be responsible for the correctness of the Scope of the Project, Project Facilities, Specifications and Standards and the criteria for testing of the completed Works:

4.1.3 The AAI shall provide to the Contractor:

- (a) The site/area of works free of encroachment and encumbrances will be made available to the contractor in one go or in phased manner as specified in the contract.
- (b) Right of access to, and/or possession of the Site for the completion of Works. Such right and possession may not be exclusive to the Contractor. The Contractor will draw/modify the schedule for completion of Works according to progressive possession/right of such sites.

If the Contractor suffers delay from failure on the part of the AAI to grant right of access to, or possession of the Site, the Contractor shall give notice to the Engineer-in-Charge in a period of 28 days of such occurrence. After receipt of such notice the Engineer-in-Charge shall proceed to determine any extension of time to which the Contractor is entitled and shall notify the Contractor accordingly.

- (c) Architectural Drawings and other drawings attached with this tender document.
- (d) All applicable Permits relating to environmental protection and conservation of the Site as set forth in Clause 4.3 and other clearances/approvals as set forth in clause 4.4.

4.1.4 Delay in providing the Site and Applicable Permits, as the case may be, in accordance with the provisions of Clause 4.1.3 shall entitle the Contractor for Extension of time in accordance with the provisions of **Article 10** of this Agreement.

4.1.5 The AAI agrees to provide following support to the Contractor and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, but rendering of such assistance by the AAI shall not be interpreted as a pretext by the Contractor as condoning of any delay or non-performance of any of the Contractors obligations. The following-up of all such applications shall be the responsibility of the contractor;

- (a) upon written request from the Contractor, and subject to the Contractor complying with Applicable Laws, provide reasonable support to the Contractor in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project;
- (b) upon written request from the Contractor, provide reasonable assistance to the Contractor in obtaining access to all necessary infrastructure facilities and utilities, including water and electricity at rates and on terms no less favourable to the Contractor than those generally available to commercial customers receiving substantially equivalent services;
- (c) procure that no barriers are erected or placed on or about the Project by any Government Instrumentally or persons claiming through or under it, except for reasons of Emergency, national security, law and order or collection of inter- state taxes;
- (d) not do or omit to do any act, deed or thing which may in any manner be violation of any of the provisions of this Agreement;
- (e) support, cooperate with and facilitate the Contractor in the implementation and operation of the Project in accordance with the provisions of this Agreement,
- (f) upon written request from the Contractor and subject to the provisions of Clause 3.5, provide reasonable assistance to the Contractor and any expatriate personnel of the Contractor or its Subcontractors to obtain applicable visas and work permits for the purposes of discharge by the Contractor or its Sub-contractors the obligations under this Agreement and the agreements with the Subcontractors;

4.2 **Assignment by the AAI**

The AAI shall be fully entitled without consent of the contractor, to assign the benefits of the part thereof and any interest therein or there under to any third party.

4.3 **Permits/Clearances/Approvals**

The list of permits, clearances and approvals to be obtained by the AAI are indicated in **Schedule A, Annex-IV**.

4.4 **Payments to contractor:** The AAI shall ensure timely due payments to contractor as per provisions of **Article 17**.

ARTICLE 5

REPRESENTATIONS AND WARRANTY

5.1 Representations and warranties of the Contractor

The Contractor represents and warrants to the Authority that:

- (a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- (c) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- (d) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder;
- (e) The information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement;
- (f) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (h) It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect

on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;

- (i) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (j) No representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- (k) No sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the contract or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;
- (l) All information provided by the selected bidder/ members of the Consortium in response to the Request for Qualification and Request for Proposals or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects;
- (m) All undertakings and obligations of the Contractor arising from the Request for Qualification and Request for Proposals or otherwise shall be binding on the Contractor as if they form part of this Agreement; and
- (n) Nothing contained in this Agreement shall create any contractual relationship or obligation between the Authority and any Sub- contractors, designers, consultants or agents of the Contractor.

5.2 Representations and warranties of the Authority

The Authority represents and warrants to the Contractor that:

- (a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;
- (b) It has taken all necessary actions under Applicable Laws to authorize the execution, delivery and performance of this Agreement;

- (c) It has the financial standing and capacity to perform its obligations under this Agreement;
- (d) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (e) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the Authority's ability to perform its obligations under this Agreement;
- (f) It has complied with Applicable Laws in all material respects;
- (g) It has good and valid right to the Site and has the power and authority to grant the site in respect thereof to the Contractor; and

5.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

ARTICLE 6

DISCLAIMER

- 6.1.1 The information contained in this Request for Proposal document (the "TENDER DOCUMENT") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Airports Authority of India hereinafter referred as Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TENDER DOCUMENT and such other terms and conditions subject to which such information is provided. The purpose of this TENDER DOCUMENT is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this TENDER DOCUMENT. The Contractor acknowledges and hereby accepts to have satisfied itself as to the correctness and sufficiency of the Contract Price.
- 6.1.2 This TENDER DOCUMENT includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER DOCUMENT may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER DOCUMENT. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER DOCUMENT and obtain independent advice from appropriate sources.
- 6.1.3 Information provided in this TENDER DOCUMENT to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 6.1.4 The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER DOCUMENT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER DOCUMENT or arising in any way for participation in this BID Stage.
- 6.1.5 The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER DOCUMENT. The Authority may in its absolute

discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER DOCUMENT.

- 6.1.6 The issue of this TENDER DOCUMENT does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.
- 6.1.7 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.
- 6.1.8 Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Contractor; and the AAI shall not be liable in any manner for such risks or the consequences thereof

ARTICLE 7

PERFORMANCE SECURITY AND SECURITY DEPOSIT

- 7.1 **Performance Security(PS):** The contractor shall submit an irrevocable Performance Guarantee of **5% (Five percent)** of the Tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule 'Z' from the date of issue of award letter. This guarantee shall be in the form of Insurance Surety Bonds, Account Payee Demand Draft, or Bank Guarantee (including e-Bank Guarantee) from any of the Scheduled Commercial Banks (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-Operative/Regional Rural Banks) in accordance with the form annexed hereto. (Annexure-I of Schedule 'F').
- 7.2 Performance guarantee should be furnished within **30 days** of issue of Letter of Intent. ~~In case the contractor fails to deposit performance guarantee within the stipulated period, no payment will be released to the contractor for the work done in respect of 1st running account bill. Moreover, interest @10% per annum on performance guarantee amount would be levied (non-refundable) for delayed period of submission.~~ In case the contractor fails to deposit performance guarantee within the stipulated period, tender shall be stands cancelled without any notice. Further, EMD shall be forfeited, and the contractor shall be liable for debarment up to a period of two (02) years.
- 7.3 The Performance Guarantee shall be initially valid up to the stipulated date of completion plus **180 days** beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest. However, in case of contracts involving maintenance of buildings and services / any other work thereafter, **50%** of Performance Guarantee shall be retained as Security Deposit as per contract conditions. The same shall be returned on successful completion of commitment year wise proportionately.
- 7.4 The Engineer-In-charge shall not make a claim under the performance guarantee except for amounts to which the AAI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-In-charge may claim the full amount of the Performance Guarantee.
 - b. Failure by the contractor to pay the Chairman, AAI any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the

agreement, within 30 days of the service of notice to this effect by Engineer-In-charge.

- 7.5 In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Chairman, AAI.

7.6 Security Deposit

7.6.1 The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of **5%** of the gross amount of each running and final bill till the sum deducted along-with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-Operative/Regional Rural Banks). In case a Guarantee Bonds of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said Guarantee Bond, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the AAI to make good the deficit. In works where condition of submission of performance guarantee is not applicable, the security deposit at the rate of 10% (Ten Percent) of gross amount of each running bill shall be deducted instead of 5%, till the sum will amount to security deposit of 5% of the contract value of work. Other conditions shall remain same as stated above.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in Fixed Deposit Receipt, Insurance Surety Bonds, Account Payee Demand Draft or Bank Guarantee from any of the Commercial Bank (if deposited for more than 12 months) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the contractor at the rates mentioned above.

The security deposit as deducted above can be released against Bank Guarantee issued by any Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-Operative /Regional Rural Banks), on its accumulations to a minimum of Rs. 5 lakh to the condition amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh. The form of the guarantee to be executed by the contractor is given vide **Annex-II of Schedule 'F'**.

Note 1: Provided further that the validity of Bank Guarantee shall be in conformity with provisions contained in the clause 7.7.1 of Article 7 which shall be extended from time to time depending upon extension of contract under provision of Clause 10.9.7 under Article 10 & Clause 10.9.4 under Article 10. (Note-1 shall be applicable for both clause 7.1-7.5 and 7.6.1)

Note2: On acceptance of Tender, earnest money will be treated as part of the security deposit. In case bank guarantee is submitted for earnest money, then the successful bidder is required to submit bank guarantee in Performa prescribed for security deposit within 30 days of issue of award letter or within period of expiry of validity of earnest money bank guarantee whichever is earlier failing which bank guarantee submitted towards earnest money deposit shall be encashed by AAI without any further notice.

7.6.2 For item of works executed through specialized agency(s) and for which specific guarantee period is prescribed in tender document in **Schedule 'D' Annex-I Part VI, Sr. No. 2**, the contractor shall give a specific guarantee towards responsibility for removal of any defects cropping up in these works executed by them during the guarantee/ defect liability period. The form of the guarantee to be executed by the contractors is given vide Annex –III of Schedule 'F'. This guarantee shall be signed jointly by specialized firm and main contractor.

7.7 Release of security deposit

7.7.1 The security deposit of the contractor shall not be refunded before the expiry of **twenty-four months** from the date of issue of completion certificate.

If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within defects liability period as prescribed in **Article 15** or otherwise of its completion shall have been given by the Engineer-in-charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Engineer-in-charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.

7.7.2 The Security Deposit of the work shall be refunded, if no labour complaint has been received from the labour officer till the due date of its payment. If a labour complaint is received during this period, the Engineer-in-Charge shall, after issue of notice in this regard to the contractor, withheld the amount required to settle the complaint from his security deposit and refund the balance amount.

7.7.3 Security deposit deducted from the bills for such specialized items of work as specified under **Annex I, Part VI of Schedule 'D'** shall be refunded to the contract agency only after expiry of guarantee period in accordance with the terms and condition of the contract agreement. The cost of specialized work shall be based on component of specialized work as mentioned under Schedule G- Contract price weightages

7.8 Additional Performance Security

The contractor shall submit an irrevocable additional performance security in the form of an irrevocable Insurance Surety bond, demand draft, bank guarantee issued from Scheduled Commercial Bank (i.e. Indian or Foreign Banks included in the Second Schedule of Reserve Bank of India Act, 1934 excluding Co-Operative /Regional Rural Banks, If the Bid price offered by the selected bidder is lower than 10% of the estimated cost put to tender. This clause shall be binding and enforceable in relation to all works, irrespective of their nature, scope, or value.

Additional performance security shall be submitted by the successful bidder within the 30 days of issue of letter for intent.

In case the contractor fails to deposit performance guarantee within the stipulated period tender shall be stands cancelled without any notice. Further, EMD shall be forfeited, and the contractor shall be liable for debarment up to a period of two (02) years.

Additional performance security Amount and Treatment: -

The additional performance security shall be calculated as below: -

- (i) **Where the bid price is below 10% but not below 20% of the project cost put to bid**, the additional performance security percentage shall be incremented by 0.25% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance security being 0.25% and this additional performance security percentage shall be applied on the bid price;
- (ii) **Where the bid price is below 20% but not below 25% of the project cost put to bid**, the additional performance security percentage shall be incremented by 0.50% for every percentage of bid price below 20% of the project cost put to bid starting at 21% with the additional bid performance security being 0.50% and this additional performance security percentage shall be applied on the bid price;
- (iii) **Where the bid price is below 25% but not below 30% of the project cost put to bid**, the additional performance security percentage shall be incremented by 0.75% for every percentage of bid price below 25% of the project cost put to bid starting at 26% with the additional bid performance security being

- 0.75% and this additional performance security percentage shall be applied on the bid price;
- (iv) **Where the bid price is below 30%**, the additional performance security percentage shall be incremented by 1% for every percentage of bid price below 30% of the project cost put to bid starting at 31% with the additional bid performance security being 1% and this additional performance security percentage shall be applied on the bid price;
 - (v) The additional performance security percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
 - (vi) All matters pertaining to validity, extension, claims, forfeiture, and any other conditions in relation to the additional performance security shall be governed by the provisions of Article 7: Performance Security.
 - (vii) An illustrative example, for calculation of additional performance security for a notional project where the project cost put to bid is Rs 400 crore, is given in Annexure-A for ready reference.

Illustrative Example (for project cost put to bid Rs 400 crore)
ANNEXURE - A

| Bid Price of Bidder (Rs crore) | Amount of Performance Bank Security (Rs crore) | % below the project cost put to bid | Percentage Additional Performance Security | Amount of Additional Performance Security (Rs crore) | Total Performance Bank Security (Rs crore) | PBG as % of project cost put to bid |
|--------------------------------|--|-------------------------------------|--|--|--|-------------------------------------|
| | 5% | | | | | |
| 400 | 20.00 | 0.00% | 0.00% | 0.00 | 20.00 | 5.00% |
| 396 | 19.80 | 1.00% | 0.00% | 0.00 | 19.80 | 5.00% |
| 392 | 19.60 | 2.00% | 0.00% | 0.00 | 19.60 | 5.00% |
| 388 | 19.40 | 3.00% | 0.00% | 0.00 | 19.40 | 5.00% |
| 384 | 19.20 | 4.00% | 0.00% | 0.00 | 19.20 | 5.00% |
| 380 | 19.00 | 5.00% | 0.00% | 0.00 | 19.00 | 5.00% |
| 376 | 18.80 | 6.00% | 0.00% | 0.00 | 18.80 | 5.00% |
| 372 | 18.60 | 7.00% | 0.00% | 0.00 | 18.60 | 5.00% |
| 368 | 18.40 | 8.00% | 0.00% | 0.00 | 18.40 | 5.00% |
| 364 | 18.20 | 9.00% | 0.00% | 0.00 | 18.20 | 5.00% |
| 360 | 18.00 | 10.00% | 0.00% | 0.00 | 18.00 | 5.00% |
| 356 | 17.80 | 11.00% | 0.25% | 0.89 | 18.69 | 5.25% |
| 352 | 17.60 | 12.00% | 0.50% | 1.76 | 19.36 | 5.50% |
| 348 | 17.40 | 13.00% | 0.75% | 2.61 | 20.01 | 5.75% |
| 344 | 17.20 | 14.00% | 1.00% | 3.44 | 20.64 | 6.00% |
| 340 | 17.00 | 15.00% | 1.25% | 4.25 | 21.25 | 6.25% |
| 336 | 16.80 | 16.00% | 1.50% | 5.04 | 21.84 | 6.50% |
| 332 | 16.60 | 17.00% | 1.75% | 5.81 | 22.41 | 6.75% |
| 328 | 16.40 | 18.00% | 2.00% | 6.56 | 22.96 | 7.00% |
| 324 | 16.20 | 19.00% | 2.25% | 7.29 | 23.49 | 7.25% |
| 320 | 16.00 | 20.00% | 2.50% | 8.00 | 24.00 | 7.50% |
| 316 | 15.80 | 21.00% | 3.00% | 9.48 | 25.28 | 8.00% |
| 312 | 15.60 | 22.00% | 3.50% | 10.92 | 26.52 | 8.50% |
| 308 | 15.40 | 23.00% | 4.00% | 12.32 | 27.72 | 9.00% |
| 304 | 15.20 | 24.00% | 4.50% | 13.68 | 28.88 | 9.50% |
| 300 | 15.00 | 25.00% | 5.00% | 15.00 | 30.00 | 10.00% |
| 296 | 14.80 | 26.00% | 5.75% | 17.02 | 31.82 | 10.75% |
| 292 | 14.60 | 27.00% | 6.50% | 18.98 | 33.58 | 11.50% |
| 288 | 14.40 | 28.00% | 7.25% | 20.88 | 35.28 | 12.25% |
| 284 | 14.20 | 29.00% | 8.00% | 22.72 | 36.92 | 13.00% |
| 280 | 14.00 | 30.00% | 8.75% | 24.50 | 38.50 | 13.75% |
| 276 | 13.80 | 31.00% | 9.75% | 26.91 | 40.71 | 14.75% |
| 272 | 13.60 | 32.00% | 10.75% | 29.24 | 42.84 | 15.75% |
| 268 | 13.40 | 33.00% | 11.75% | 31.49 | 44.89 | 16.75% |
| 264 | 13.20 | 34.00% | 12.75% | 33.66 | 46.86 | 17.75% |
| 260 | 13.00 | 35.00% | 13.75% | 35.75 | 48.75 | 18.75% |
| 256 | 12.80 | 36.00% | 14.75% | 37.76 | 50.56 | 19.75% |
| 252 | 12.60 | 37.00% | 15.75% | 39.69 | 52.29 | 20.75% |
| 248 | 12.40 | 38.00% | 16.75% | 41.54 | 53.94 | 21.75% |
| 244 | 12.20 | 39.00% | 17.75% | 43.31 | 55.51 | 22.75% |
| 240 | 12.00 | 40.00% | 18.75% | 45.00 | 57.00 | 23.75% |

ARTICLE 8

CONSTRUCTION SITE

8.1 The Construction Site of the Project shall comprise the site described in Schedule-A (herein referred the "Site") and shall be provided by the AAI to the Contractor. The AAI shall be responsible for:

- (a) Acquiring and providing physical possession of the Site by the AAI, free from all encroachments and encumbrances, and free access thereto for the execution of this Agreement; and
- (b) Obtaining environment clearance for the Project, if required.

8.1.1 Admission to Site

The airport belongs to AAI. For the works falling within the restricted area, execution shall be restricted to operational requirement. The contractor is expected to finish the work by adequate planning as per the satisfaction of Engineer-in-charge. All men & vehicles shall be permitted to enter the aerodrome operational area only on possession of the security passes issued by AAI / Security agencies on the recommendations of Engineer-in-charge or its authorized representative. The contractor shall apply in writing in advance of the commencement of work for issue of security passes and shall submit a list of personal concerned with their addresses and shall satisfy the Engineer-in-charge who shall at his discretion, have the right to recommend the issue of passes to control the admission of contract, his agents, his staff and workmen. The contractor shall ensure that his men shall work in areas / zones allotted to them. Passes shall be deposited with the Engineer-in-charge on demand and in any case immediately after completion of work. The contractor's staff/workmen shall observe all the rules promulgated from time to time by the concerned authorities such as prohibition of smoking & lighting, search of persons on entry and exit, keeping to specified routes etc. Any person found violating the security/ safety rules laid down by the authorities will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account. No time extension shall be granted and nothing extra shall be payable by AAI on account of restriction due to non-operational hours and in restricted working conditions. Any expenditure i.e statutory fee for making passes for manpower, machinery, plying of vehicle in-side construction site shall be borne by contractor and nothing extra shall be payable on this account.

The submission of applications for Temporary Photo Identification Cards (PICs) in advance along with Certificate of Police Verification etc. as per the prevailing practice and regulations of BCAS will be the responsibility of contractor. Any financial expenditure involved such as fees for PICs, Photos, fees for Police Verification, if any, will be borne by the contractor. The PICs has to be re-validated in advance to ensure

that the employees are always in possession of their entry passes. No employee will be permitted in the terminal buildings and operational areas without valid PICs.

8.2 Handing Over of the Site

8.2.1 After issue of Award Letter, the AAI Representative and the Contractor shall, within 10 (Ten) days, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, road works, trees and any other immovable property on or attached to the Site. Such memorandum shall specify in reasonable detail those parts of the Site to which vacant Site has not been given to the Contractor. Signing of the memorandum, in two counterparts (each of which shall constitute an original), by the authorised representatives of the Parties shall be deemed to constitute a valid evidence of giving the Site to the Contractor during the Construction Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever. Same procedure is to be followed at each time of handing over the Site in parts.

The site will be handed over at the start of the work after award.

8.2.2 The AAI shall make best efforts to provide the Site to the Contractor unless revised **Schedule A** is agreed mutually in respect of all land included as per schedule A, and in the event of delay for any reason other than Force Majeure or breach of this Agreement by the Contractor, it shall give to the Contractor, reasonable extension of time on receipt of application from contractor.

8.3 Damages for delay in handing over the Site

In the event the Site or any part of the Site is not provided by the AAI on or before the date(s) specified in Clause 8.2 because of:

- i) any reason other than Force Majeure
- ii) breach of this Agreement by the Contractor
- iii) delay in obtaining environment clearance by the AAI

The contractor shall be entitled for Time Extension equal to the period for which works could not be commenced or continued, as the case may be, on account of failure to provide the Site, provided that:

- (a) if any delays involve time overlaps, the overlaps shall not be additive; and
- (b) such Time Extension shall be restricted only to the works which are affected by the delay in providing the Site.

8.4 Termination of Contract by either party

- (a) In case, the work cannot be started due to reasons not within the control of the contractor within **1/8th** of the stipulated time for completion of work or **one month** whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded within 30 days.

Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.

It is agreed term of the contract that contractor shall not be entitled for any other cost and damages in case of termination of contract under this clause 8.4.

(b) Debarment of Contractor

- i) Contractor may be debarred if it is determined under breached the Integrity Pact of clause 23(a) and Code of Integrity of clause 23(b) of general guidelines for bidders.
- ii) Contractor can also be debarred for the reasons like supply of sub-standard material, non-supply of material, abandonment of work, sub-standard quality of work, poor/ unsatisfactory performance.
- iii) Contractor shall be liable for debarment in case he fails to deposit performance guarantee within the stipulated period as per tender conditions.
- iv) The period of debarment shall be upto two years.

8.5 Site to be free from Encumbrances

Subject to the provisions of Clause 8.2, the Site shall be made available by the AAI to the Contractor pursuant hereto free from all Encumbrances and occupations and without the Contractor being required to make any payment to the AAI on account of any costs, compensation, expenses and charges for the acquisition and use of such Site for the duration of the Project Completion Schedule. **For the avoidance of doubt, it is agreed that the existing rights of way, easements, privileges, liberties and appurtenances to the Site shall not be deemed to be Encumbrances.** It is further agreed that the Contractor accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Site.

8.6 Protection of Site from encroachments

On and after signing the memorandum and/or subsequent memorandum referred to in Clause 8.2.1, and until the issue of the Completion Certificate, the Contractor shall maintain a round-the-clock vigil over the Site and shall ensure and procure

that no encroachment thereon takes place. During the Construction Period, the Contractor shall protect the Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Sub-contractor or other person claiming through or under the Agreement to place or create any Encumbrance or security threat over all or any part of the Site or the Project Assets, or on any rights of the Contractor therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement. In the event of any encroachment or occupation on any part of the Site, the Contractor shall report such encroachment or occupation forthwith to the AAI and undertake its removal at its cost and expenses.

8.7 Special/temporary Right of Way

The Contractor shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Contractor shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement.

8.8 Access to the AAI and Engineer-in-Charge

- 8.8.1 The Site given to the Contractor hereunder shall always be subject to the right of access of the AAI and the Engineer-in-Charge and their employees and agents for inspection, viewing and exercise of their rights and performance of their obligations under this Agreement.
- 8.8.2 The Contractor shall ensure, subject to all relevant safety procedures, that the AAI has un-restricted access to the Site during any emergency situation, as decided by the Engineer-in-Charge.

8.9 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of this Agreement with the Contractor for the Works, and the Contractor hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the AAI or the concerned Government Instrumentality. The Contractor shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the AAI forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Contractor hereunder shall be reimbursed by the AAI. It is also agreed that the

AAI shall procure that the instructions hereunder are issued by the concerned Government Instrumentality within a reasonable period.

ARTICLE 9

UTILITIES AND TREES

9.1 Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Contractor shall ensure that the respective entities owning the existing roads, right of way, level crossings, structures, or utilities on, under or above the Site are enabled by it to keep them in continuous satisfactory use, if necessary, by providing suitable temporary diversions with the Authority of the controlling body of that road, right of way or utility.

9.2 Shifting of obstructing utilities

The Contractor shall, in accordance with Applicable Laws and with assistance of the AAI, cause shifting of any utility (including electric lines, water pipes and telephone cables) to an appropriate location or alignment, if and only if such utility or obstruction causes or shall cause a Material Adverse Effect on the construction, operation or maintenance of the Project. The cost involved in shifting of utilities, including charges to be paid to authority who owns the utility, shall be borne by the AAI. However, the utilities which owns by AAI, shifting of same shall be done by contractor and cost of same shall be borne by contractor.

In the event of any delay in shifting of utilities owned by other than AAI, the contractor shall be entitled to Time Extension equal to the period for which works could not be commenced or continued, as the case may be, on account of shifting utilities provided that:

- (a) if any delays involve time overlaps, the overlaps shall not be additive; and
- (b) such time Extension shall be restricted only to the Works which are affected by the delay in providing the Site.

9.2.2 In the event of any delay in shifting of a utility by the entity owning such utility, the Contractor shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such utility.

9.3 New utilities

- 9.3.1 The Contractor shall allow, subject to such conditions as the AAI may specify, access to, and use of the Site for laying telephone lines, water pipes, electric cables or other public utilities. Where such access or use causes any financial loss to the Contractor, it may require the user of the Site to pay compensation or damages as per Applicable Laws. For the avoidance of doubt, it is agreed that use of the site under this Clause 9.3 shall not in any manner relieve the Contractor of its obligation to construct and maintain the Project in accordance with this agreement and any damage caused by such use shall be restored forthwith at the cost of the AAI.
- 9.3.2 The AAI may, by notice, require the Contractor to connect any adjoining road to the Project site, and the connecting portion thereof falling within the Site shall be constructed by the Contractor at the AAI's cost in accordance with **Article 10**.
- 9.3.3 The AAI may by notice require the Contractor to connect, through a paved road any other public facility or amenity to the Project, whereupon the connecting portion thereof that falls within or outside the Site shall be constructed by the Contractor on payment of the cost. The cost to be paid by the AAI to the Contractor shall be determined by the Engineer-in-Charge.
- 9.3.4 In the event the construction of any works is affected by a new utility or works undertaken in accordance with this Clause 9.3, the Contractor shall be entitled to a reasonable time extension as determined by the Engineer.

9.4 Felling of trees

The AAI shall assist the Contractor in obtaining the applicable Permits for felling of trees to be identified by the AAI for this purpose if and only if such trees cause a material adverse effect on the construction or maintenance of the Project. The cost of such felling shall be borne by the contractor and in the event of any delay in felling thereof for reasons beyond the control of the Contractor, he shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. The Parties hereto agree that the felled trees shall be deemed to be owned by the AAI and shall be disposed in such manner and subject to such conditions as the AAI may in its sole discretion deem appropriate.

ARTICLE 10

DESIGN AND CONSTRUCTION

10.1 Obligations prior to commencement of Works

10.1.1 Within 21 (twenty-one) days of the Commencement Date, the Contractor shall:

- (a) Appoint its representative (the "Contractor's Representative") duly authorized to deal with the Engineer-in-Charge in respect of all matters under, arising out of, or relating to this Agreement;
- (b) Appoint a Design Director (the "Design Director") who will head the Contractor's design units and shall be responsible for surveys, investigations, collection of data, and preparation of preliminary and detailed designs;
- (c) Employment of Technical Staff and employees as per **Annex –I, Part XI of Schedule D.**
- (d) Compliance with Ministry of Environment, Forest and Climate Change (MoEF& CC), National Green Tribunal (NGT) and State Pollution Control Board etc.: Any violation of orders of MoEF including guidelines of NGT, State Government Pollution Control Board (SPCB) or any officer of any department shall lead to stoppage of work for which Agency shall be responsible and no hindrance shall be accounted in this regard. Conditions of Contract specific to compliance to Environment Laws, NGT guideline, Construction & Demolition Waste Management Rules, 2016 as applicable on last date of submission of tender (including extension if any). The general guidelines have been broadly narrated in under **clause 10.11 of this Article. Nothing extra shall be payable on account of compliance of 'Conditions for compliance to Environmental Laws'.**
- (e) undertake and perform all such acts, deeds, and things as may be necessary or required before the commencement of works, in accordance with this Agreement, applicable laws, and applicable permits; and
- (f) make its own arrangements for procurement of materials needed for the Project under and in accordance with the Applicable Laws and Applicable Permits.

10.1.2 The AAI shall notify the Contractor of the designation and address of the Engineer-in-Charge as its representative for the Project through the issue of the Letter of Acceptance.

10.1.3 Project completion Schedule is set out under **Schedule-I**. Design shall be developed in conformity with the specifications and standards set forth in **Schedule-D**. In case any relaxation in design standards is required due to restrictions, especially in built up areas, the alternative design criteria for such

reaches may be worked out for review of the Engineer-in-Charge with cost adjustment on downward side. **No cost adjustment shall be done in upward side.**

The Contractor represents that he and his designers possess the necessary experience and capability required for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer-in-Charge at all reasonable times during the Contract Period.

10.1.4 General Conditions for Planning & Design: As per Annex I, Part I of Schedule 'D'.

10.1.5 Design Proof Check

Structural drawings (both RCC & Steel Structure, façade, roofing etc.) must be prepared, with due diligence for their correctness / executability by the contractor shall be got vetted from IITs/NITs and all modifications suggested by IITs/NITs shall be incorporated by the contractor till approval of IITs/NITs.

The contractor shall be solely responsible for the adequacy of the structural design (both RCC & Steel Structure, façade, roofing etc.) and safety of the structure. Contractor to ensure adoption of correct provision of seismic consideration and factor of safety in the structural design. Contractor shall coordinate the time schedule to be taken by IITs/ NIT so as to ensure adherence of overall time of submission as specified. **No additional time period or any cost** shall be allowed to the contractor for IITs/ NITs vetting of designs and drawings. Approval of any design/system by IITs/ NITs/ AAI shall, however, not relieve the contractor in discharging his responsibilities regarding the adequacy of design and proper execution of the work. The contractor shall be fully responsible for adequacy, accuracy and quality of the entire services performed by him and shall be in accordance with the accepted standards of safety, environment and public health.

10.1.6 Responsibilities of the Proof Consultant (IITs/NITs):

- (i) To proof check the detailed calculations, drawings and designs, which have been approved and signed by the Design Director in accordance with the provisions of this Clause 10.1.6 and
- (ii) To evolve a systematic approach with the Design Director so as to minimize the time required for final designs and construction drawings.

10.1.7 The Contractor shall submit the designs and drawings, duly certified by the IITs/NITs to the Engineer-in-Charge for review. Provided, however, that the Engineer-in-Charge may require additional drawings for its review in accordance with Good Industry Practice.

The programme for submission of the design shall be finalised in consultation with the Engineer-in-Charge.

10.2 Design and Drawings

10.2.1 Contractor's Warranty of Design

- (a) The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal.
- (b) The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice. By submitting the Drawings for review to the Engineer-in-Charge, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws.
- (c) The Contractor warrants that the Contractor's Proposals meet the requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- (d) The Contractor warrants that the works will, when completed, comply with enactments and regulations relevant to the Works.
- (e) The Contractor warrants that the design of the works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, temporary works and Contractor's Equipment.
- (f) The Contractor shall also provide a guarantee from the Designer for the design for suitability, adequacy, and practicality of design for AAI's Requirements.
- (g) The Contractor shall indemnify the AAI against any damage, expense, liability, loss or claim, which the AAI might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
- (h) The Contractor further specifies and is deemed to have checked and accepted full responsibility for the Contractor's Proposal and warrants absolutely that the same meets the AAI's Requirements:
 - (i) Notwithstanding that such design may be or have been prepared, developed or issued by the AAI, any of Contractor's consultants, his sub-contractors and/or his qualified personnel/persons or cause to be prepared, developed or issued by others.

- (ii) Notwithstanding any warranties, guaranties and/or indemnities that may be or may have been submitted by any other person.
- (iii) Notwithstanding that the same have been accepted by the Engineer-in-Charge

The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

Apart from the Contractor, the above warranty shall also be applicable for his designer. This warranty shall be a part of his sub contract with the designer and should be made available at the time of signing of the Agreement.

No claim for additional payment or extension of time shall be entertained and/or no review and/or observation of the Engineer-in-Charge and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer-in-Charge or the AAI be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any review under any clause of this agreement.

10.2.2 In respect of the Contractor's obligations with respect to the design and Drawings of the Project as set forth in **Schedule-H**, the following shall apply:

- (a) The Contractor shall furnish design and architectural / Structural drawings to Engineer-in-Charge and in such sequence as is consistent with the Project Completion Schedule, three copies each of all drawings, to the Engineer-in-Charge for review as per Mile stone: **Schedule I**.
- (b) Within 30 (Thirty) days of the receipt of the Drawings, the Engineer-in-Charge shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards;
- (c) If the aforesaid observations of the Engineer-in-Charge indicate that the Drawings are not in conformity with the Scope of the Project or the Specifications and Standards, such Drawings shall be revised by the Contractor and resubmitted to the Engineer in charge for review within 15 days of receipt of communication from Engineer-in-Charge. The Engineer-in-Charge shall give its observations, if any, within 14 (fourteen) days of receipt of the revised Drawings and this process shall continue till the drawings have made to full satisfaction of Engineer-in-Charge.

- (d) The Contractor shall be responsible for delays in submitting the Drawing as set forth in **Annex-I of Schedule-H** caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the AAI.
- (e) The structural design shall be carried out in terms of latest editions and up-to-date correction/amendment/errata of BIS Codes (Bureau of Indian Standards), other relevant seismic/other codes for making Building Earthquake Resistant, sound engineering practices and as desired by the Engineer-in-Charge. The structural design shall be get vetted from proof consultant and cost of same shall be borne by contractor and no extension of time shall be given for any delay in proof checking.

10.2.3 The Contractor's time and cost impacts of revisions arising from review by the Engineer-in-Charge of designs caused by the Contractor's non-compliance with the requirements of this Agreement shall be borne by the Contractor, unless there is a Change in the Scope of the Works.

10.2.4 The Works shall be executed in accordance with the design reviewed by the Engineer-in-Charge in accordance with the provisions of this Clause 10.2, and shall not thereafter be amended or altered without the prior written approval of the AAI. If a Party becomes aware of an error or defect of a technical nature in the design that Party shall promptly give notice to the other Party of such error or defect.

10.2.5 Conflict of Interest

~~As per CVC guideline conflict of interest between AAI consultant /executing agency shall be avoided. The following shall be adhered by contractor:~~

- ~~a) The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of AAI under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold AAI's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.~~
- ~~b) AAI Consultant to ensure that the Consultant and his associates / sub consultants shall not be permitted to be associated with the executing agency or / and his associates.~~

- c) ~~Conflict between consulting activities and procurement of goods, works or services: Without limitation on the generality of the foregoing, Specialist consultants shall not be hired, under the circumstances set forth below:~~
- d) ~~A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.~~
- e) ~~Conflict among consulting assignments Neither the Specialist consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired by PMC to prepare engineering design for an infrastructure project shall not be engaged by EPC contractor for engineering design or any other for the same project.~~

~~In case any conflict of interest between AAI consultant and EPC contractor is come to knowledge of AAI, then in such cases AAI shall be at liberty to take any action against AAI Consultant i/c his associates / sub consultants and/or EPC contractor i/c his associates / sub consultants.~~

10.3 Construction of the Project

- (i) The Contractor shall construct the Project as specified in **Schedule-B** and **Schedule- C**, and in conformity with the Specifications & Standards, safety & Environmental Regulations and other standards defined by applicable laws as set forth in **Schedule-D**. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the works. Contractor agrees and undertakes that the construction shall be completed within the Project Completion Schedule and any extension of time granted according to the provisions of this Agreement.
- (iii) Specialized agencies for specialized works:
The main contractor shall finalize his rates, terms and conditions and mode of execution of work with specialized agencies having requisite experience for the works as detailed in **Annex I, Part VI of Schedule 'D'**.

10.4 Material & Samples

Materials to be provided by the contractor

- i. The contractor shall, at his own expense, provide all materials, required for the works.

- ii. The contractor shall, at his own expense and without delay supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty (30) days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.
- iii. The Contractor shall at his cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge.
- iv. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.
- v. The contractor shall, at his cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges including testing charges. The Engineer -in- Charge or his authorized representative shall always have access to the works and to all workshops and places where work component is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.
- vi. The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all

costs which may attend such removal and substitution shall be borne by the Contractor.

- viii. The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in tender document.

Samples

Contractor shall submit at his own cost the samples of materials for testing as per requirement laid out in the Minimum Quality Assurance Programme forming part of bid document. Testing charges including packing and forwarding charges shall be borne by the by contractor

10.5 As-Built Drawings and Documents

Prior to issue of any taking over certificate, the Contractor shall furnish to the AAI and the Engineer-in-Charge a complete set of as-built Drawings, in 6 (six) hard copies as may be acceptable to the Engineer-in-Charge, reflecting the Project as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities. The work shall not be considered to be completed for the purpose of taking over until such documents have been submitted to the Engineer-in-Charge.

10.6 Operation and Maintenance Manual

No later than 56 (fifty-six) days prior to the Project Completion Date; the Contractor shall, in consultation with the Engineer-in-Charge, evolve a maintenance manual (the "**Maintenance Manual**") for the regular and preventive maintenance of the Project in conformity with the Specifications and Standards, safety requirements and Good Industry Practice, and shall provide 5 (five) copies thereof to the Engineer-in-Charge. The Engineer-in-Charge shall review the Maintenance Manual within 14 (fourteen) days and communicate its comments to the Contractor for necessary modifications, if any. On receipt of comments from Engineer -in-Charge, contractor shall provide 5 (five) copies to the Engineer-in-Charge after incorporating all the comments of Engineer-in-Charge.

10.7 Intellectual Property Rights and Royalties

- 10.7.1 In so far as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know-how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the AAI, his successors and assignees a royalty-free, non-exclusive and irrevocable license (carrying the right to grant sub-licenses) to use

and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

10.7.2 If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the AAI and the Contractor shall grant to the AAI a non-exclusive irrevocable and royalty-free license (carrying the right to grant sub-license) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.

10.7.3 If the Contractor uses proprietary software for the purpose of storing or utilizing records the Contractor shall obtain at his own expense the grant of a license or sub-license to use such software in favour of the AAI and shall pay such license fee or other payment as the grantor of such license may require provided that the use of such software under the licence may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.

10.7.4 The Contractor's permission referred to above shall be given, inter alia, to enable the AAI to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the AAI in respect of such programmes and documentation.

10.7.5 Any software is developed under the Contract or used by the Contractor for the purposes of storing or utilising records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the AAI (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.

The AAI reserves the right to use other Software on or in connection with the Works.

10.7.6 The Contractor shall pay all traffic surcharges and other royalties, license fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works.

10.8 Traffic regulation and safety measures by the Contractor

10.8.1 The Contractor shall take all the required measures and make arrangements for the safety of Users during the construction of the Project or a Section thereof in accordance with the provisions of Specifications as applicable.

It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.

10.8.2 All works shall be carried out in a manner creating least interference to traffic passing through the Project Site or a Section thereof. In stretches where construction or maintenance works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. The Contractor shall take prior approval of the Engineer-in-Charge for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall be granted promptly and reasonably.

10.9 Time Management

10.9.1 Commencement of Works

The Contractor shall commence the Works on the date specified in the Letter of acceptance or if no date is specified in the letter of acceptance, on the date specified in an instruction in writing to that effect from the Engineer-in-Charge (Notice to Proceed). Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works. Time will be the essence of Contract and time for Completion shall run from the date the Contractor is to commence the Works under this Clause.

The Contractor shall not commence the construction, manufacture or installation of the works or of any part of the works unless and until the Engineer-in-Charge has endorsed the relevant Working Drawings in accordance with the AAI's Requirements.

10.9.2 Time for Completion

Project completion Schedule including setting out date of completion in part works, if any, is defined under **Schedule I**.

Time is the essence of Contract and will remain so at all times during the pendency of the Contract including the extended period of Contract. The Contractor shall complete works as per completion schedule and ensure defect free completion and have passed the tests on the completion, including integrated testing where ever in the scope of work and commissioning of the whole of the Works and/or parts thereof before the same is taken over by the AAI.

10.9.3 Mile Stones

The time allowed for execution of the works and mile stones shall be as specified in the **Schedule I**. In case, the contractor does not achieve a particular milestone mentioned in **schedule I**, or the re-scheduled milestone(s) by the AAI, the amount shown against that milestone shall be retained and will be adjusted against the Liquidated Damages at the final grant of Extension of Time after completion of work. The total amount to be retained against all the mile stones shall not exceed 5% of the Contract Value.

On failure to achieve a milestone, retaining of this amount from payments due to the contractor shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the entire retained amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be retained. However, no interest, whatsoever, shall be payable on such amount retained by the AAI.

10.9.4 Re-scheduling of mile stone and Extension of Time

10.9.4.1 Without prejudice to any other provision of this Agreement for and in respect of Re-scheduling of mile stone and Extension of Time, the Contractor shall be entitled to Re-scheduling of mile stone and Extension of Time, in the Project Completion Schedule (the "Time Extension") to the extent that completion of any Project Milestone is or will be delayed by any of the following, namely:

- (a) Delay in handing over site and obtaining Applicable Permits or approval by the AAI, as the case may be;
- (b) Change of Scope (unless modifications in the Scheduled Completion Date has been agreed under Article 13);
- (c) Occurrence of a Force Majeure Event referred to in **Article 19**;
- (d) Any delay, impediment or prevention caused by or attributable to the AAI, the AAI's personnel or the AAI's other contractors on the Site;
- (e) Instruction of the Engineer-in-Charge to suspend the Works and the Contractor not being in default as to reasons of suspension.
- (f) Acts or omissions of other Designated Contractors in executing work not forming part of this Contract and on whose performance, the performance of the Contractor necessarily depends.
- (g) Any act of prevention or Breach of Contract by the AAI and not mentioned in this Clause.

- (h) Any order of Court restraining the performance of the Contract in full or in any part thereof.
- (i) Any other event or occurrence which, according to the AAI is not due to the Contractor's failure or fault, and is beyond his control without AAI being responsible for the same.
- (j) Any other cause or delay which entitles contractor for of Re-scheduling of mile stone and Extension of Time in accordance with provisions of the contract.

However, the Contractor shall not be entitled to any of Re-scheduling of mile stone and Extension of Time where the instructions or acts of the AAI or the Engineer-in-Charge are necessitated by or intended to cure any default of or breach of Contract by the Contractor or where any delay is due to:

- (a) The failure of sub-contractor, to commence or to carry out work in due time,
- (b) Non-availability, or shortage of Contractor's equipment, labour, utility services, Plant and Materials,
- (c) The Contractor not fulfilling his obligations under **Article 3**.

10.9.4.2 If the contractor considers himself to been titled to Re-scheduling of mile stone and Extension of Time for completion, the Contractor shall, no later than 28 (twenty eight) days from the occurrence of such an event or circumstance specified in clause 10.9.4.1, inform the Engineer-in-Charge by notice in writing in prescribed Performa, with a copy to the AAI, stating in reasonable detail the event or circumstances giving rise to the claim for Re-scheduling of mile stone and Extension of Time. Provided that the period of 28 (twenty-eight) days shall be calculated from the date on which the Contractor became aware, or should have become aware, of the occurrence of such an event or circumstance:

Provided further that notwithstanding anything to the contrary contained in this agreement, Re-scheduling of mile stone and Extension of Time shall be due and applicable only for the works which are affected by the aforesaid events or circumstances and shall not in any manner affect hereunder.

10.9.4.3 In the event of the failure of the Contractor to submit to the Engineer-in-Charge the notice in accordance with the provisions of Clause 10.9.4.2 within the time specified therein, the Contractor shall not be entitled to any Time Extension and his claim shall deem to be waived and extinguished for any such claims in future. For the avoidance of doubt, in the event of failure of the Contractor as mentioned above, the AAI shall be discharged from all liability in connection with the claim.

10.9.4.4 The Engineer-in-Charge shall, on the receipt of claim notice in accordance with the provisions of Clause 10.9.4.2, examine the claim expeditiously within the time

frame specified herein. In the event the Engineer-in-Charge requires any clarifications to examine the claim, the Engineer-in-Charge shall seek the same within 28 days (twenty-eight) from the date of receiving the notice. The Contractor shall, on the receipt of the communication of the Engineer-in-Charge requesting for clarification, furnish the same to the Engineer-in-Charge within 14 (fourteen) days thereof. In the event of the failure of the Engineer-In-Charge to notify the Contractor the aforesaid Re-scheduling of mile stone and Extension of Time within a period of 91 (ninety one) days from the date of the receipt of the Contractor's notice for Time Extension or from the date of receipt of the clarification from the contractor, whichever is later, the AAI shall be deemed to have granted the Re-scheduling of mile stone and Extension of Time as specified in the contractor's notice hereunder.

Recovery of Damages under this Clause shall be without prejudice to the rights of the AAI under this Agreement and the right to termination under **Article 21**.

Provided that when determining each Re-scheduling of mile stone and Extension of Time under this Clause 10.9.4.4, the Engineer-in-Charge shall review previous determinations and may increase, but shall not decrease, the total Time Extension.

Competent authority for rescheduling of mile stone - Executive Director (Engg)

Competent authority for Extension of Time - Executive Director (Engg)

10.9.4.5 If the event or circumstance giving rise to the notice has a continuing effect:

- (a) a fully detailed claim shall be considered as interim;
- (b) the Contractor shall, no later than 14 (fourteen) days after the close of each month, send further interim claims at monthly intervals, giving the accumulated delay and the extension of time claimed, and such further particulars as the Engineer-in-Charge may reasonably require; and
- (c) The Contractor shall send a final claim within 28 (twenty-eight) days after the end of the effects resulting from the event or circumstance.
- (d) The Engineer-in-Charge shall examine the final claim in accordance with the provisions of Clause 10.9.4.4.

10.9.5 Re-scheduling of Mile Stone and Extension of time for completion for other reasons

The Contractor shall not be entitled to Re-scheduling of Mile Stone and Extension of time for completion by reason of any delay to any activity in the carrying out of

the works unless in the opinion of the Engineer-in-Charge such delay results in or may be expected to result in a delay to completion of the Works, or achievement of any Stage by the relevant Key Date. Whether or not the Contractor fails to achieve any Milestone by reason of any delay shall not by itself be material to the Contractor's entitlement to an extension of time.

Any extension to a Key Date shall not by itself entitle the Contractor to an extension to any other Key Date.

10.9.6 Extension of time for delays due to Contractor's fault

If the delay in the completion of the whole Works or a portion of the Works for which an earlier completion period is stipulated, is due to the Contractor's failure or fault, and the Engineer-in-Charge is of the view that the remaining Works or the portions of Works cannot be completed by the Contractor in a reasonable and acceptable short time, then, the AAI may allow the extension to Contractor or further extension of time at its discretion indicating detailed completion plan how the remaining work is to be completed with clear mention of their intension to impose liquidated damages, for delay in completion, as he may decide after completion of work/section(s).

10.9.7 Liquidated Damages for Delay

Time is an essence of the contract: The time allowed for execution of contract is as specified in schedule 'Z' of contract or the extended time in accordance with clause 10.9.4, shall be essence of the contract. It is therefore necessary for a contractor to complete the job within stipulated period. In case contractor fails to do so, AAI would be entitled for compensation as follows: -

0.5% (half percent) of contract value per week of delay or lesser amount as decided by competent authority subject to maximum of 10% (ten percent) * (If nature of work is such that portion of work becomes usable till stipulated date of completion, the compensation may be on the value of balance work.) * The condition for levy of compensation on the value of left-over work shall be applicable only if it has been envisaged to take over part work in the tender document with specific reasons. In above cases NIT approving authority may foresee part completion of usable area/services and incorporate the same in the SCC of the NIT.

10.9.8 Rate of Progress

If for any reason which does not entitle the Contractor to re-scheduling of mile stone and extension of time, the rate of progress of the Works is at any time, in the opinion of the Engineer-in-Charge, too slow to ensure timely completion of the Works or achievement of any Stage by the relevant Key Date the Engineer-in-Charge may so notify the Contractor in writing. The Contractor shall thereupon take such steps as are necessary, or in default of taking such steps, shall take such steps as the Engineer-in-Charge may reasonably instruct in writing, to expedite progress so as to complete

the Works or any Section in time or achieve any Stage by the relevant Key Date. The Contractor shall not be entitled to any additional payment for taking such steps.

If any steps taken by the Contractor in meeting his obligations under this Clause cause the AAI to incur additional costs, such costs shall be recoverable from the Contractor by the AAI, and shall be deducted by the AAI from any sum due, or to become due, to the Contractor.

If, in the opinion of the Engineer-in-Charge, the steps taken by the contractor to expedite the progress are not adequate, the Engineer-in-Charge may take recourse as per **Article 21**.

10.9.9 Incomplete Works

In the event the Contractor fails to complete the works in accordance with the project completion schedule, including any re-scheduling or extension of time granted under **Clause 10.9.4**, the Contractor shall endeavour to complete the balance work expeditiously.

10.10 COMPLIANCE TO ENVIRONMENTAL LAWS:

As per **Schedule 'D 'Annexure I (Part-VIII)** to be followed.

ARTICLE 11

QUALITY ASSURANCE, MONITORING AND SUPERVISION

11.1 Quality of Materials and Workmanship

The Contractor shall ensure that the Construction, Plants, Goods & Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and Good Industry Practice.

Sources of Materials being supplied shall be intimated to the Engineer-in-Charge and are subject to his approval. Materials that are not specified in the Contract document shall conform to the relevant Indian Standards or in their absence conform to any International Standard approved by the Engineer-in-Charge.

11.2 AAI's Minimum Quality Assurance Programme

Minimum Quality Assurance Programme (MQAP) shall be prepared by contractor based on methodology of construction in brief, materials, Goods & Plants, applicable Specifications & Standards, minimum numbers of samples to be tested and type of tests to be performed during execution and after completion as specified.

The equipment's to be provided in field lab to be set up at work site and the tests to be performed in field lab and tests to be performed in outside laboratories shall be specified in MQAP.

The contractor shall develop detailed Quality Assurance Plan on the basis of MQAP in consultation with Engineer-in-Ch.

11.3 Quality Assurance System

11.3.1 The Contractor shall establish a quality assurance mechanism to ensure compliance with the provisions of this Agreement (the "Quality Assurance Plan" Or "QAP").

11.3.2 The Contractor shall, within 28 (twenty-eight) days of the Commencement Date, submit to the Engineer-in-Charge its Quality Assurance Plan which shall include the following:

- (a) organization, duties and responsibilities, procedures, inspections and documentation;
- (b) quality assurance mechanism including sampling and testing of Materials, test & frequencies, standards, acceptance criteria, testing facilities, reporting, recording and interpretation of test results, approvals, check list for site activities, and proforma for testing and calibration in accordance with the laid Specifications & Standards and Good Industry Practice; and

- (c) Internal quality audit system.

The Engineer-in-Charge shall convey its comments to the Contractor within a period of 21 (twenty-one) days stating the modifications, if any, required, and the Contractor shall incorporate those in the QAP to the extent required to conform with the provisions of this Clause 11.3.

- 11.3.3 The Contractor shall procure all documents, apparatus and instruments, fuel, consumables, water, electricity, labour, Materials, samples, and qualified personnel as are necessary for examining and testing the Project Assets and workmanship in accordance with the Quality Assurance Plan at his cost.

11.4 Methodology

The Contractor shall, at least 14 (fourteen) days prior to the commencement of the construction, submit to the Engineer-in-Charge for review the methodology proposed to be adopted for executing the Works, giving details of equipment to be deployed, traffic management and measures for ensuring safety. The Engineer-in-Charge shall complete the review and convey its comments to the Contractor within a period of 14 (fourteen) days from the date of receipt of the proposed methodology from the Contractor.

11.5 Inspection and Technical Audit by the AAI

The AAI or any representative authorized by the AAI in this behalf may inspect and review the progress and quality of the construction of Project and issue appropriate directions to the Engineer-in-Charge for taking remedial action in the event the Works are not in accordance with the provisions of this Agreement.

11.6 External Technical Audit/Third Part Check

At any time during construction, the AAI may appoint an external technical auditor to conduct an audit of the quality of the Works. The findings of the audit, to the extent accepted by the AAI, shall be notified to the contractor for taking remedial action in accordance with this agreement. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause 11.6, the external technical audit shall not affect any obligations of the Contractor or the Engineer-in-Charge under this Agreement.

11.7 Inspection by Chief Technical Examiner/ Audit by CAG

Work may be inspected by Chief Technical Examiner under Central Vigilance Commission, Govt. of India/ Audit team under Comptroller and Accountant General of India. Contractor shall provide all assistance and full access to site to carry out

inspection and perform tests at site, to provide samples for testing in outside laboratories and to show site records and their records as asked for by the inspecting teams. Findings of such inspection shall be notified to contractor and contractor shall be bound to take remedial measures to the satisfaction of Engineer-in-Charge.

11.8 Inspection of Construction Records

The AAI shall have the right to inspect the records of the Contractor relating to the works.

11.9 Reports

11.9.1 Monthly Progress Reports (MPR)

During the Construction Period, the Contractor shall, no later than 7 (seven) days after the close of each month, furnish to the AAI and the Engineer-in-Charge a monthly report on progress of the Works and shall promptly give such other relevant information as may be required by the Engineer-in-Charge.

11.9.2. Works Diary

- (i) To Maintain and record of the T&P received & the dates when it has been received at site also to keep track of the receipt of the material at site, work men / staff deployed works diary shall be maintained jointly by the Engineer-in- charge or his authorize representative and the agency to maintain a daily record of these activities to form basis of any analysis of this kind or in case any dispute occurs at a later date.
- (ii) The works diary shall be got printed as per prescribed performa by the contractor and also pages shall be machine numbered. Additional sheets should also enclose with each page so as to furnish any additional information. Work diary shall be signed by the contractor/ Engineering Representative/PMC/AAI Consultant on daily basis by presenting himself in the site office of Engineer-in-charge. Failure to do so render agency liable to pay penalty @ Rs. 250/- per day for each day of such lapses. In case of failure to do so the details as filled up by AAI representative shall be treated as final.

11.10 Inspection

11.10.1 The Engineer-in-Charge and its authorized representative shall at all reasonable times:

- (a) have full access to all parts of the site and to all places from which natural materials are being obtained for use in the works; and

- (b) During production, manufacture and construction at the site and at the place of production, be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of materials.

11.10.2 The Contractor shall give the Engineer and its authorized agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

11.10.3 The Engineer-in-Charge shall submit a monthly inspection report (the "Inspection Report") to Executive Director Engg. bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the Engineer-in-Charge shall not relieve or absolve the Contractor of its obligations and liabilities under this agreement in any manner whatsoever.

Monthly Inspection Reports shall include photographs taken before and after rectifications of defects/deficiencies and statement about methodology adopted to rectify the defects/deficiencies.

11.11 Cost of Samples and Testing

- (a) Samples for testing, as per approved Quality Assurance Plan, shall be provided by contractor at his cost.
- (b) Cost of assistance, labour, electricity, fuel, stores, apparatus and instruments, consumables and tests performed at site shall be borne by contractor.
- (c) Cost of packing and forwarding and testing charges for the tests those cannot be performed at site and to be performed in outside laboratories shall be borne by the contractor.

11.12 Tests

11.12.1 This sub clause shall apply to all tests specified in the Contract, other than the Tests after Completion.

The Contractor shall provide all documents and other information necessary for all types of testing and such assistance, labour, materials, electricity, fuel, stores, apparatus and instruments as are necessary to carry out such tests efficiently.

The Contractor shall agree, with the Engineer-in-Charge, the time and place for the testing of any Plant, goods, Materials and other parts of the Works as specified in the Contract. The Engineer-in-Charge may instruct the contractor for any additional test, at AAI's cost.

The Engineer-in-Charge shall give the Contractor not less than 24 hours' notice of his intention to attend the tests.

If the Engineer-in-Charge does not attend at the time and place agreed, or if the Contractor and the Engineer-in-Charge agree that the Engineer-in-Charge shall not attend, the Contractor may proceed with the tests, unless the Engineer-in-Charge instructs the Contractor otherwise. Such tests shall be deemed to have been made in the Engineer-in-Charge's presence.

The Contractor shall promptly forward to the Engineer-in-Charge duly certified reports of the tests. If the Engineer-in-Charge has not attended the tests, he shall accept the readings as accurate. When the specified tests have been passed, the Engineer-in-Charge shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.

No such testing shall relieve the Contractor from any obligation or responsibility.

11.12.2 In the event that results of any tests conducted under the Clause 11.12& 11.13 establish any Defects or Deficiencies in the Works, the Contractor shall carry out remedial measures and furnish a report to the Engineer-in-Charge in this behalf.

The Engineer-in-Charge shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the Works into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards. For the avoidance of doubt, the cost of such tests and remedial measures in pursuance thereof shall be solely borne by the Contractor.

11.12.3 All tests to be performed outside the field lab shall only be carried out in laboratories approved by NABL unless specifically approved by the Engineer-in-Charge.

11.12.4 If any additional tests apart from mandatory tests specified in the Contract are required to be carried out at the instance of AAI or Chief Technical Examiners Organization, to ensure conformity of the item to the Contract specifications, the cost of such tests shall be borne by AAI. In case the material/equipment fails in the above tests, the expenditure incurred by AAI on testing of such material or equipment along with incidental charges borne by AAI (if any) shall be recovered from the dues of the contractor and action shall be taken under relevant clauses of the Contract.

11.13 Examination of Work before Covering up

In respect of the work which the Engineer-in-Charge is entitled to examine, inspect, measure and/or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Engineer-in-Charge whenever any such work is ready and before it is covered up. The Engineer-in-Charge shall then either

carry out the examination, inspection or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer-in-Charge does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out such work to give sufficient opportunity to the Engineer-in-Charge to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Engineer-in-Charge within a period of 3 (three) days from the date on which the Contractor's notice hereunder is delivered to the Engineer-in-Charge, the Contractor shall be entitled to assume that the Engineer-in-Charge would not undertake the said inspection.

11.14 Rejection

- (a) If, as a result of an examination, inspection, measurement or testing, any Plant, Materials, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this agreement, the Engineer-in-Charge shall reject the Plant, Materials, design or workmanship by giving notice to the contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the requirements of this agreement.
- (b) If the Engineer-in-Charge requires the Plant, Materials, design or "workmanship to be retested, the tests shall be repeated under the same terms and conditions as applicable in each case. If the rejection and retesting cause the AAI to incur any additional costs, such cost shall be recoverable by the AAI from the Contractor; and may be deducted by the AAI from any monies due to be paid to the Contractor.

11.15 Remedial Work

11.15.1 Notwithstanding any previous test or certification, the Engineer-in-Charge may instruct the Contractor to:

- (a) remove from the site and replace any Plant or Goods or Materials which are not in accordance with the provisions of this Agreement;
- (b) remove and re-execute any other work which is not in accordance with the provisions of this agreement and the specification and standards; and
- (c) Execute any work which is urgently required for the safety of the project, whether because of an accident, unforeseeable event or otherwise.

11.15.2 If the Contractor fails to comply with the instructions issued by the Engineer-in-Charge under Clause 11.15.1 or fails to correct a Defect within the time specified in the Engineer-in-Charge's notice or as mutually agreed, the Engineer-in-Charge may assess the cost of having the Defect repaired and have the said repair work

carried out by another agency. The cost so incurred by the Engineer-in-Charge for the repair work shall be recoverable from the Contractor and shall be deducted by the AAI from any payment due to be paid to the Contractor.

11.16 Action in case Work not done as per Specifications/Acceptance of Work at Lower Price

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-Charge, his authorize subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the AAI or any organization engaged by the Department of Quality Assurance and of the Chief technical Examiner's Office, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in -charge or his authorized subordinates in charge of the work or to the Executive Director-In-charge of quality assurance or his subordinate officers or the officers of the organization engaged by the AAI for quality Assurance or to the Chief Technical Examiner or his subordinate officers, that any work has been executed with unsound, imperfect, or unskilful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within defects liability period specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under Article 10 of the contract (for non-completion of the work in time) for this default.

In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Jt.GM/DGM of concerned component of work may considered reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on

the contractor. It is agreed term of the contract that any dispute with regard to reduction in cost as decided by the Engineer shall not be referred to arbitration.

11.17 Tests after Completion

11.17.1 Contractor's Obligations

The Contractor shall carry out the Tests on Completion at his own cost in accordance with the Contract after providing the documents in accordance with provisions of the agreement. The Contractor shall give, to the Engineer-in-Charge, 14 (fourteen) days' notice of the date after which the Contractor will be ready to carry out the Tests on Completion. Unless otherwise agreed, such Tests shall be carried out within 28 (twenty-eight) days after this date, on such day or days as the Engineer-in-Charge shall instruct. If it is not possible to carry out all tests within 28 (twenty-eight) days, then Engineer-in-Charge shall draw a programme in consultation with contractor.

Unless otherwise stated in Special Conditions of Contract, the Tests on Completion shall be carried out in the following sequence;

- (a) pre-commissioning test, which shall include appropriate instructions and ("dry" or "cold") functional tests to demonstrate that each item of the Plant, goods and Work can safely undertake the next stage;
- (b) commissioning Test shall include the specified operational tests to demonstrate that works or sections can be operated safely and as specified under all available operating condition;
- (c) trial operation which shall demonstrate that the works or section perform reliably and in accordance with the Contract.

The Contractor at his cost shall arrange all tools, equipment's, gadgets, facilities or as deemed necessary by the Engineer-in-Charge for such tests, In considering the results of the tests on completion, the Engineer-in-Charge shall make allowances for the effect of any use of the Works by the AAI on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed the tests on completion described in sub-paragraphs (a), (b) or (c), the Contractor shall provide the Engineer-in-Charge and the AAI with a certified report of the results of all such Tests.

11.17.2 Delayed Tests

If the Engineer-in-Charge opines that Tests on Completion are being unduly delayed by the Contractor, the Engineer-in-Charge may by notice require the Contractor to carry out such Tests within 14 (fourteen) days after the receipt of the

notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer-in-Charge.

If the Contractor fails to carry out the Tests on Completion within 14 (fourteen) days, the Engineer-in-Charge may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.

11.17.3 Retesting

If the works, or a part thereof, or a Section, fail to pass the tests on Completion, Sub-Clause 11.14 "Rejection" shall apply, and the Engineer-in-Charge or the AAI may require such failed tests, and the tests on completion on any related work, to be repeated under the same terms and conditions at the cost of contractor.

11.17.4 Failure to pass Tests on Completion

If the Works, or a part thereof, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 11.17, the Engineer-in-Charge shall be entitled to:

- (a) order further repetition of tests on completion under Sub-Clause 11.17;
- (b) Reject the Works, or a part thereof, or a Section (as the case may be), in which event the AAI shall have the same remedies against the Contractor as are provided under Article 20; or
- (c) issue a Taking Over Certificate, if the AAI so requires. The Contract Price shall then be reduced by such amount as determined by the Engineer-in-Charge and as shall be appropriate to cover the reduced value to the AAI as a result of this failure. The Contractor shall then proceed in accordance with his other obligations under the contract.

It is agreed term of the contract that any dispute with regard to reduction in cost as decided by the Engineer-in-Charge shall not be referred to arbitration.

11.18 Integrated Testing and System Commissioning

11.18.1 Integrated Testing

Tests on Completion shall also include Integrated Testing where applicable as per the contract conditions. The Contractor shall, following satisfactory completion of tests on his works, equipment, sub-systems or system, perform, at the direction of the Engineer-in-Charge, programme of tests to verify and confirm the

compatibility and complete performance of his works, equipment, sub-systems or system with the works, equipment, sub-systems or system provided by others.

11.18.2 Compilation of Test Results

The results of the Integrated Testing and Commissioning shall be compiled and evaluated by the Engineer-in-Charge and the Contractor.

11.18.3 Retesting

If the Works, or a part thereof, or a Section, fail to pass the Integrated Testing and Commissioning, the Engineer-in-Charge shall require such failed Tests, to be repeated under the same terms and conditions. If such failure and retesting result from a default of the Contractor and cause the AAI to incur additional costs, the same shall be recoverable from the Contractor by the AAI, and may be deducted by the AAI from any payments due, or to become due, to the Contractor.

11.18.4 Failure to Pass Tests

If the Works, or a part thereof, or a Section, fail to pass Integrated Testing and Commissioning and the Contractor in consequence proposes to make any adjustment or modification to the Works or a part thereof, or a section, the Engineer-in-Charge may, with the approval of the AAI, instruct the Contractor to carry out such adjustment or modification, at his own cost and to satisfy the requirements of Integrated Testing and Commissioning within such time as the AAI / Engineer-in-Charge may deem to be reasonable.

11.18.5 Statutory Requirements

The Contractor along with others shall carry out all statutory tests and trials, under the supervision of the Engineer-in-Charge, necessary for obtaining sanction of the competent authority.

11.19 Cost of AAI's Attendance including Travel

The AAI shall bear the costs of attendance including travel by the AAI or his representative for the purposes of Sub-Clauses 11.10 and 11.13 above. The travelling and daily allowance for the 1st inspection at factory will be borne by AAI. In case the material/ test is not ready at factory or the test fails during the 1st inspection or second inspection is required due to whatsoever reason, the TA/DA for the AAI staff for the successive inspection shall be borne by the contractor, as per the entitlement of the inspection officers. The cost of attendance including travel by the AAI, Engineer-in-Charge or his Representative for the purpose of Sub-clause 11.15 shall be borne by the Contractor.

11.20 Quality Assurance Records and Documents

The Contractor shall hand over to the AAI's Engineer-in-Charge a copy of all its quality assurance records and documents before the Taking Over Certificate is issued pursuant to Article 12.

11.21 Video Recording and CCTV Cameras

During the Construction Period, the Contractor shall provide to the AAI for every calendar quarter, a comprehensive video recording, which will be compiled into a 3 (three)-hour compact disc or digital video disc, as the case may be, covering the status and progress of Works in that quarter. The video recording shall be provided to the AAI no later than 14 (fourteen) days after the close of each quarter after the Key Date.

Apart from above, Contractor shall shoot a high resolution, HD Quality video film of 2 to 3-minute duration of the subject work every fortnightly and shall submit to the concerned Project- In- Charge/ Engineer-In-Charge. The photographs and Video film be shared with General Manager (Corporate Communication) and General Manager (PMQA) every fortnightly.

To view and monitor the progress of the work, adequate numbers of Wi-Fi enabled CCTV cameras shall be provided at the project site by the contractor at his own cost, to cover the entire project site as approved by Engineer-In-Charge, capable of monitoring the activities live even from CHQ of AAI.

11.22 Suspension of unsafe Construction Works

11.22.1 Upon recommendation of the Engineer-in-Charge to this effect, or on its own volition in cases of emergency or urgency, the Authority may by notice require the Contractor to suspend forthwith the whole or any part of the works if, in the reasonable opinion of the Engineer-in-Charge or the authority, as the case may be, such work threatens the safety of the users and or other persons on or about the Project. Provided, however, that in case of an emergency, the Authority may suo moto issue the notice referred to herein above.

11.22.2 The Contractor shall, pursuant to the notice under Clause 11.22.1, suspend the works or any part thereof for such time and in such manner as may be specified by the authority and thereupon carry out remedial measures to secure the safety of suspended works, the Users, other persons and vehicles on or about the Project including pedestrians. The Contractor may by notice require the Engineer-in-Charge to inspect such remedial measures forthwith and make a report to the Authority recommending whether or not the suspension hereunder may be revoked. Upon receiving the recommendations of the Engineer-in-Charge, the Authority shall either

revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary in the reasonable opinion of the Authority, and the procedure set forth in this Clause 11.17 shall be repeated until the suspension hereunder is revoked.

11.22.3 Subject to the provisions of Clause 19.6 of Article 19 all reasonable costs incurred for maintaining and protecting the Works or part thereof during the period of suspension (the "Preservation Costs"), shall be borne by the Contractor; provided that if the suspension has occurred as a result of any breach of this agreement by the authority, the Preservation Costs shall be borne by the Authority.

11.22.4 If suspension of works is for reasons not attributable to the Contractor, the Engineer-in-Charge shall determine any Time Extension to which the Contractor is reasonably entitled in accordance with the provisions under relevant clause of **Article 10**.

ARTICLE 12

COMPLETION AND TAKING OVER CERTIFICATE

12.1 Tests on Completion

- 12.1.1 The Contractor may apply by notice to the Engineer-in-Charge for a Taking-Over-Certificate not earlier than 14 (fourteen) days before the works or section (as the case may be) will, in the Contractor's opinion, be complete and ready for taking over. The Engineer-in-Charge shall, within 28 (twenty-eight) days after the receipt of the Contractor's application shall conduct a complete joint survey of the works including carrying out any tests as prescribed in **Schedule-J** of the contract. If it is not possible to carry out all tests within 28 (twenty-eight) days, then Engineer-in-Charge shall draw a programme in consultation with contractor.
- 12.1.2 The Engineer-in-Charge shall observe, monitor and review the results of the tests to determine compliance of the Project or a Section thereof, with Specifications and Standards and if it is reasonably anticipated or determined by the Engineer-in-Charge during the course of any test that the performance of the Project or section or any part thereof, does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the contractor to remedy and rectify the defects or deficiencies. Upon completion of each Test, the Contractor shall provide the Engineer-in-Charge and the AAI with a certified report of the results of all such tests. For the avoidance of doubt, it is expressly agreed that the Engineer-in-Charge may require the contractor to carry out or cause to be carried out additional tests, in accordance with AAI's requirements, for determining the compliance of the Project or Section thereof with the Specifications and Standards.
- 12.1.3 If the Engineer-in-Charge determines that the Project or any part thereof does not conform to the provisions of this agreement and cannot be safely and reliably placed in operation, it shall forthwith make a report and send copies thereof to the contractor and withhold issue of completion certificate and taking over until the defects or deficiencies are rectified by the Contractor and Tests are successful in accordance with this Article 12.

12.2 Re-scheduling of Tests

If the Engineer-in-Charge certifies to the AAI and the Contractor that he is unable to issue the Completion Certificate, because of events or circumstances on account of which the tests could not be held or had to be suspended, the Contractor shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

12.3 AAI's Taking Over

12.3.1 Work shall not be taken over by Engineer-in-Charge/AAI unless complete work or section(s) as applicable are completed in all respect and all defects pointed out by Engineer-in-Charge are attended by the contractor to the satisfaction of Engineer-in-Charge and site is cleared of all materials, plants and machinery not required after completion of work, all rubbish, labour huts & all other temporary structures constructed by contractor for his use are removed from construction site.

12.3.2 The Works shall be taken over by the AAI when they have been completed in accordance with the Contract, have passed the tests on Completion, including Integrated Testing and Commissioning wherever applicable as per the contract, and a taking over certificate in the form set forth in Schedule-K shall be issued. If the Works are divided into Sections, the Contractor shall be entitled to apply for a taking over certificate for each Section. The Engineer-in-Charge will:

- (a) Issue the taking over certificate to the Contractor, stating the date on which the works or section were completed, including the tests on completion and Integrated Testing and Commissioning where ever applicable as per the contract: or
- (b) Reject the application, giving his reasons and specifying the work required to be done by the Contractor to enable the taking over certificate to be issued. The contractor shall then complete such work before issuing a further notice under this Sub-Clause.

12.4 Taking over of parts of the works

The Engineer-in-Charge may, at the sole discretion of the AAI issue a Taking Over Certificate for any part of the permanent Works by following the procedure stipulated in Clause 12.3.2 above if;

- (a) the AAI uses that part of the works for revenue service before the taking over certificate is issued for the entire work.
- (b) the balance part is not completed not due to the fault of the contractor and contractual date of completion for the completed part is over.

Engineer-in-Charge shall prepare a list of outstanding works and defects and shall notify to the contractor.

12.5 Completion of remaining Works

All items in the remaining works shall be completed by the Contractor in accordance with the provisions of this agreement. For any delay in their completion other than for the reasons solely attributable to the AAI or due to Force Majeure, the AAI shall be entitled to recover damages from the contractor in accordance with the provisions of this agreement.

ARTICLE 13

DEVIATIONS/VARIATIONS EXTENT AND PRICING

Clause 13 A

DEVIATIONS/VARIATIONSEXTENTANDPRICING

The Engineer-in-Charge shall have power

(i) to make alterations in, additions to or substitutions for the original scope of work as defined in the contract, that may appear to him to be necessary or advisable during the progress of the work, and

(ii) to omit a part of the works in case of non-availability of a portion of the site or due to any other reason (**save except Clause-13 B**), the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any change in the scope of work as defined in the contract, which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same terms and conditions in all respects, except for increase/decrease in the cost and additional time due to change of scope, to be determined based on the sub-clauses hereunder:

13.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
- (ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

13.2 PAYMENT OF DEVIATIONS/ VARIATIONS BEYOND 0.25% OF THE ACCEPTED TENDERED AMOUNT.

In case there is any change in scope as defined in the contract, the contractor shall carry out the changes as per direction of Engineer in Charge and nothing extra shall be payable to the contractor on account of same if the additional cost of such work is up to and including 0.25% (zero-point two five percent) of the accepted tendered amount and worked out as per sub-clause 13.3 below. Variations/deviations up to 0.25% (zero-point two five percent) of the accepted

tendered amount shall be deducted from overall variations/deviations for making payment.

13.3 DETERMINATION OF RATES

In the event, there is any deviations/variations in work as defined in the contract, the contractor shall submit the complete proposal to Engineer-in-charge within 15 days duly supported with: -

- (a) Analysis of rates for items involved, along with relevant documents, rates of materials, tools/plants and labour, etc.
- (b) The impact, if any, which the deviations/variations is likely to have on the project completion schedule,

On receipt of such proposal, either individually or covering group of items, the Engineer-in-charge shall examine the proposal regarding its admissibility and finalize the proposal/rates within 45 days after receipt of proposal with all requisite details and documents from the contractors, after giving due consideration to the proposal, analysis and rates of materials and labours, etc.

13.3.1 The increase/decrease in the rates due to deviations/variations shall be decided based on the following criteria: -

(i) Pricing of deviations

- (a) If the item of work as stipulated in the schedule of quantity/scope of work deviates on plus side, then the rate for the deviated quantity shall be paid at the agreement rate upto the deviation limit as specified in **SCHEDULE – Z** with the same terms & conditions of the contract. Beyond deviation limit as specified in the **SCHEDULE – Z**, rate shall be payable on market rates to be determined based on the relevant documents and prevailing market rates, as per Para (ii) below
- (b) If the item of work as stipulated in the schedule of quantity/scope of work deviates on minus side, then the amount for such deviated quantity shall be deducted proportionately at the agreement rate.

(ii) Pricing of variations

If there are changes in the quantity/ specifications/ alterations/ substitutions/ additions, etc. in the items, other than mentioned in para-

(i)above, the rates shall be determined based on detailed analysis of rates with original stipulated scope of items & newly proposed/provided items. The difference of rates so determined shall be payable to/recoverable from the contractor. The rates for both the components i.e. materials & labour shall be based on prevailing market rates. The rate finalized by the Engineer-in-Charge shall be final and binding.

13.3.2 In case of either non-submission of timely proposal or incomplete proposal by the contractor for deviations/variations, the Engineer-in-Charge shall give final opportunity to the Contractor to submit the complete proposal for change of cost within next 15 days. In case of non-submission or further incomplete submission by the contractor within the stated period, the Engineer-in-Charge shall initiate the proposal and decide the change of cost. In such case the proposal finalized by the Engineer-in-Charge shall be final and binding on the contractor.

13.4 RESTRICTIONS ON DEVIATIONS/ VARIATIONS

- (i) Work(s) due to deviations/variations shall be executed only after getting the instructions of Engineer-in-charge, save except to meet any work of emergent nature.
- (ii) Notwithstanding anything to the contrary in this **Clause 13.A**, any change arising from default of the contractor in the performance of his obligations under this agreement shall not be deemed to be deviations/ variations, and shall not result in any adjustment of the contract price or the project completion schedule.

Clause 13 B

13.5 FORECLOSURE OF CONTRACT DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If at any time after acceptance of the tender or during the progress of work, the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the Engineer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items here under mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- (i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- (ii) AAI shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however AAI shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by AAI, cost of such materials as detailed by Engineer-in-Charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- (iii) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- (iv) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Engineer-in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iii) and (iv) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the Government/AAI as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants

and materials and any othersums which at the date of termination were recoverable by the Government/AAI from the contractor under the terms of the contract.

In the event of action being taken under **Clause 13 B** to reduce the scope of work, thecontractor may furnish fresh Performance Guarantee on the same conditions, in the same manner and at the same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 180 days beyond that. Wherever such a fresh Performance Guarantee is furnished by the contractor, the Engineer-in-Charge may return the previous Performance Guarantee.

ARTICLE 14

TRAFFIC REGULATION

14.1 Traffic regulation by the Contractor

14.1.1 The Contractor shall take all the required measures and make arrangements for the safety of users during the construction of the project or a section thereof in accordance with Good Industry Practice. It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required for the safety of the traffic passing through the section under construction.

14.1.2 All works shall be carried out in a manner creating least interference to the traffic passing through the Project or a Section thereof. In Sections where construction works in movement area(s) are taken up, the Contractor shall ensure that safe passage is provided for the traffic. The Contractor shall take prior approval of the Engineer-in-Charge for any proposed arrangement for traffic regulation during the Construction Period, which approval shall not be unreasonably withheld.

ARTICLE 15

DEFECTS LIABILITY

15.1 Defects Liability Period

15.1.1 The Contractor shall be responsible for all the Defects and deficiencies arising out of the contract, in the Project or any Section thereof, as the case may be.

15.1.2 The period for which the Contractor shall be liable for any defects (the "Defects Liability Period") in the Works shall be **02 (two)** years commencing from the date of issue of taking over Certificate or issue of part taking over certificate as the case may be.

Provided that, if any part of the Works or sub-systems or component of that part has been replaced, renewed or repaired except minor repair, the "Defects Liability Period" in respect of that part or sub-system or components of that part shall start from the date such replacement, renewal or repair has been completed to the satisfaction of the Engineer-in-Charge.

15.2 Remedying Defects

15.2.1 The Contractor shall repair or reconstruct or replace and rectify all defects and deficiencies observed by the Engineer-in-Charge during the Defects Liability Period within a period of 14 (fourteen) days **(or any other time period as specified in the bid document)** from the date of notice issued by the Engineer-in-Charge in this behalf, or within such reasonable period as may be determined by the Engineer-in-Charge accordance with circumstances and Good Industry Practice.

15.2.2 Emergency Defect Rectification

If any defect or damage is one requiring immediate attention from safety, environmental or operational/functional view point, the Engineer-in-Charge has the powers to proceed with rectification in any manner suitable and deduct such sums from the contract Price.

15.2.3 Contractor to Search Cause

15.2.3.1 The Engineer-in-Charge may instruct the Contractor to examine the cause of any defect, or faults in the Project or part thereof before the expiry of the Defects Liability Period.

15.2.3.2 In the event any Defect or fault identified under Clause 15.2.3.1 is attributable to the Contractor, the Contractor shall rectify such Defect or fault within the period specified by the Engineer-in-Charge, and shall bear the cost of the examination and rectification of such Defect or faults.

15.3 Cost of Remedying Defects

15.3.1 Any repair or rectification undertaken in accordance with the provisions of Clause above, including additional testing, shall be carried out by the Contractor at its own cost, if the necessity for such works is due to:

- (a) The design of the works;
- (b) Plant, Materials or workmanship not being in accordance with this Agreement and the Specifications and Standards;
- (c) Improper maintenance of the Project by the Contractor if maintenance is also part of agreement; and/ or
- (d) Failure by the Contractor to comply with any other obligation under this Agreement.

15.3.2 In the event such defect or fault is not attributable to the Contractor, the Engineer-in-Charge shall, after due consultation with the Contractor, determine the costs incurred by the Contractor on such examination and rectification and notify the same to the Contractor and the Contractor shall be entitled to payment of such costs by the AAI.

15.4 Contractor's Failure to Rectify Defects

In the event that the Contractor fails to remedy any defect or damage or deficiency within the period specified in Clause 15.2.1 after notice, the AAI may at his sole discretion:

15.4.1 To get the same repaired, rectified or remedied at the Contractor's risk and cost so as to make the Project conform to the Specifications and Standards and the provisions of this Agreement. All costs consequent thereon shall be determined by the Engineer-in-Charge.

The cost so determined and an amount equal to **20 % (twenty per cent)** of the cost as damages shall be recoverable by the AAI from the Contractor and may be deducted by the AAI from any payments due to the Contractor under this agreement or any other agreement.

15.4.2 Require the Engineer-in-Charge to determine and certify a reasonable reduction in the Contract Price; or

15.4.3 If the defect or damage is such that the AAI has been deprived of substantially the whole of the benefit of the Works or parts of the Works, terminate the Contract in

respect of such parts of the Works as cannot be put to the intended use, the AAI shall then be entitled to recover all sums paid for such parts of the works together with the cost of dismantling the same, clearing the Site and returning Plant, Machines, Rolling Stock and Materials to the Contractor and Article 20 shall not apply.

15.5 Removal of Defective Work

If the defect or damage is such that it cannot be remedied expeditiously on the site and if the AAI gives consent, the Contractor may, remove from the Site for the purposes of repair any part of the Works, which is defective or damaged. This consent may require the Contractor to increase the amount of Performance Security by the full replacement cost of these items or to provide other appropriate security acceptable to the AAI.

15.6 Further Tests

If the remedying of any defect or damage is such that it may affect the performance of the Works, the Engineer-in-Charge may require that tests on Completion, including Integrated Testing, be repeated to the extent necessary. The requirement shall be made by notice within 28 (twenty-eight) days after the defect or damage is remedied. Such tests shall be carried out in accordance with **Article 12**.

15.7 Performance Certificate

The Contract shall not be considered to be completed until the Performance Certificate has been signed by the Engineer-in-Charge and delivered to the Contractor at the end of '**Defect Liability Period**', stating the date on which the Contractor completed his obligations related to completion of works and rectification of defects during Defect Liability Period to the Engineer-in-Charge's satisfaction. Only the Performance Certificate shall be deemed to constitute approval of the Works.

15.8 Unfulfilled Obligations

After the Performance Certificate has been issued, the Contractor and the AAI shall remain liable for the fulfilment of any obligation, which remains unperformed at that time. For the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force.

15.9 Extension of Defects Liability Period

The Defects Liability Period shall be deemed to be extended till the identified defects under Clause 15.2 have been remedied.

15.10 Extension of Contract Period

The Contract Period shall be extended by a period, after the works are taken over, during which the works or any section or item of plant, goods supplied, cannot be used, for the purposes for which they are intended, by reason of a defect or damage on part of contractor.

ARTICLE 16

ENGINEER-IN-CHARGE

- 16.1 Airports Authority of India has taken up this project through in house.
- 16.2 AAI designated Engineer shall be Engineer In-charge for the project. All decisions to executing Agency (ies) shall be communicated under signatures of such AAI Representative. Contractor's bills etc. shall be certified by the Engineer In-charge. Engineer In-charge shall exercise overall superintendence over the work/project activities to ensure that the executing Agency (ies) contract agreement execution is taking place as per the terms/provisions of the respective contract agreement(s).
- 16.3 The work executing contractor/ agency shall coordinate and co-operate with PMC agency (if appointed on later date) and its associates appointed for the work day to day instruction, technical supervision, issue of drawing, approval of material and samples, any addition/alteration of work including deviation, release of payments, quality control, approval of vendors and sub-vendors and other requirement/decision/drawings related with the successful completion and performance of the project. However, that final decision of the acceptance of the recommendation of the PMC shall rest only on AAI and the decision of Engineer-In-charge shall be final and binding.
- 16.4 ~~Engineer in charge of AAI shall take appropriate action to resolve disputes in respect of AAI Consultant & contractor as per provisions contained in the contract agreement and prevailing practice and the decision of Engineer in Charge shall be final and binding on the contractor.~~
- 16.5 **Duties and Powers of Engineer-In-Charges's Representative/PMC/AAI Consultant:**

The duties of the representative of the Engineer-in-Charge/PMC/AAI Consultant are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to order any work involving any extra payment by AAI nor to make any variation in the works.

The Engineer-in-Charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in- Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegations shall bind the Contractor and AAI as though it had been given by the Engineer-in-Charge.

Failure of the representative of the Engineer-in-Charge/PMC/AAI Consultant to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge/PMC/AAI Consultant he shall be entitled to refer the matter to the Engineer-in Charge who shall thereupon confirm, reverse or vary such decision.

- 16.6 Projects for which no PMC is appointed, Engineer-in-Charge and his/her representative shall carry out all the aforesaid works deemed to be carried out by AAI Consultant.

ARTICLE 17

PAYMENTS

17.1 The Contract Price–Inclusions and Exclusions

17.1.1 Levy and Taxes:

- i) Rates to be quoted by the parties, should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute but exclusive of GST and IGST (In case of imported items only) for all the items.
- ii) However, GST, as applicable, shall be paid to the contractor, for any taxable supply/services/construction rendered by the agency to AAI, against a valid GST invoice as per terms and conditions of the contract.
- iii) In case supplies/services/works involve imports; the same should be identified separately.

The contractor must deliver all items at site within the contract period, failing which any increase in amount due to change in foreign exchange rate shall be on account of the contractor and the same shall be borne by the contractor. The rates shall remain firm during the contract irrespective of any change in foreign currency rate.

The contractor shall arrange import license in the name of AAI, if required, to import equipment/components with no extra cost to AAI.

All items shall be fully insured by the contractor. The cost of Insurance and Freight shall be paid by the contractor. The documents in support of insurance policy shall be submitted to AAI as well as the supplier before shipment. The charges to port/ wharfage, demurrage/handling/transportation and other charges to incidental to the unloading, stacking, handling and clearance of the said goods through the customs and port authorities shall be dealt by the contractor. The contractor insures the goods from port of loading to delivery at site i.e., at **Valmiki Nagar Airport (Bihar)** and contractor will bear the insurance charges.

The contractor shall be solely responsible to ensure the following:

- a. Sound packing of equipment/components.
- b. Shipment of the items by the due date as per schedule.
- c. Insurance.
- d. Custom Clearance and handling of items at port of entry in India.
- e. Forwarding and transshipment of equipment/components up to the destination.

- f. Insurance of Inland transshipment.
- g. Receipt of equipment at site and safe custody till they are installed, tested and commissioned & taken over by AAI.
- h. Execution, installation, testing and commissioning of the installation as specified in the tender.
- i. Handing over of installation to the authorized representative of AAI.

17.1.2 Royalty:

- i) The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by AAI. The contractor shall deposit royalty and obtain necessary permit for collection of stone, sand, red bajri, kankar etc. from the local authority in the matter and will abide by the notification issued by Central Govt. / State Government / Local State Authorities as applicable from time to time in this regard. The contractor is also bound to allow deduction from his bills any difference in statutory taxes/royalty and penalty proposed by Local State Authorities to AAI till finalization of settlement of all demands in this regard by Central / State Govt.
- ii) This will also be applicable to forest produce.
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the AAI and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the AAI and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

17.1.3 Reimbursement of Levy/Taxes/Cess if Levied after Receipt of Tenders

- i) Rates to be quoted by the parties, should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute applicable on last stipulated date of receipt of tender including extension if any but exclusive of GST. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and other construction workers welfare cess or any tax, levy or cess applicable on inputs. However, effect of variation, as per Govt. order after the last date of receipt of tender including extension if any, in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.
Provided further that for Building and other construction workers welfare cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase in tax/levy/cess including GST shall not be reimbursed if made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for extension of time under **Article 10**.

- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of AAI or the Engineer-in-Charge and further shall furnish such other information /document as the Engineer-in- Charge may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to the condition, together with all necessary information/documents relating thereto.

17.1.4 License Fee for Land

- (a) The contractor shall not be permitted to enter in (other than for inspection purpose) or take possession of the site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the contractor shall on no account be allowed to extend his operations beyond these areas. In respect of any land allotted to the contractor for purpose of or in connection with the contract, the contractor shall be issued a license subject to the following and such other terms and conditions as may be imposed by the licensor: -
 - i) Land/ space/ (Paved/ Unpaved/Covered-AC or Non-AC), to the extent allotted to contractor during execution of work for the purpose of installation of plants, labour camps, cement godown, site office, stacking of materials shall be provided at **free of cost** up to defect liability period/maintenance period.
 - ii) In case of non-availability of land for installation of plants, the contractor has to make his own arrangement of land outside airport premises for installation of plant. However, the contractor shall ensure quality control of mix as stipulated in Technical Specification.
 - iii) The allotment of land for purpose of or in connection with the contract subjected to the following and such other terms and conditions as may be imposed by the licensor.
 - iv) That such use or occupation shall not confer any right of tenancy of the land to the contractor.

- v) That the contractors shall be liable to vacate the land on demand by the Engineer-in- Charge.
 - vi) That the contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure he shall have to demolish & clear the same before handing over the completed work.
- (b) A security deposit at the rate of **Rs 500/- per sqm** in the form of DD/BG shall be deposited by the contractor. In case contractor do not deposit security deposit same shall be deducted from 1st Running Account Bill.
- (c) Such security deposit shall be released only after allotted land has been fully vacated by the contractor to entire satisfaction of Engineer-in-Charge. If contractor fails to vacate the allotted land /space (paved/ Unpaved /Covered-AC/ Non-AC) after Defect Liability Period / maintenance Period of the work shall be charged as per prevailing licence fee of the airport plus 25% penalty over that.

17.1.5 **Income Tax and Labour Cess**

Tax deductions will be made at source as per statutory requirements from every payment made to the Contractor, at rates notified from time to time.

- i) Income tax deductions shall be made from all payments made to the contractor as per the rules and regulations in force in accordance with the income tax act prevailing from time to time.
- ii) Labour cess as per rules and regulations in force shall be deducted from the bills of the contractors and deposited with designated authorities.

17.1.6 **ESI and EPF Contributions**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis. The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

17.1.7 **Land for Labour Camps:**

Labour camps will be permitted within the Project Site after prior approval of Engineer/Authority. However, it may be noted that the final payment shall be released only after vacation of all areas occupied by the contractor.

17.2 Advances

17.2.1 Mobilization Advance

Mobilization advances not exceeding 10% of the tendered value may be given, if requested by the contractor in writing within six months of the order to commence the work. Such advance shall be released in two or more installments to be determined by the Engineer-in-Charge at his sole discretion. The first installment of such advance shall be released by the Engineer-in-charge to the contractor on a request made by the contractor to the Engineer-in-Charge in this behalf. The second and subsequent installments shall be released by the Engineer-in-Charge only after the contractor furnishes a proof of the satisfactory utilization of the earlier instalment (s) to the satisfaction of the Engineer-in-Charge.

Before any instalment of advance is released, the contractor shall execute Bank Guarantee Bonds not more than 6 (six) in number from commercial Bank for the amount equal to 110% of the amount of advance and valid for the period till recovery of advance. This (Bank Guarantee from commercial Bank on prescribed format for the amount equal to 110% of the balance amount of advance) shall be kept renewed from time to time to cover the balance amount and likely period of complete recovery.

17.2.2 Interest on Mobilization advance

The interest, on mobilization advance shall be calculated from the date of payment to the date of recovery (both days inclusive) on the outstanding amount of advance, simple interest @ prevailing Bank rate + 3% and same as also mentioned in **Schedule-Z of this tender document**.

17.2.3 Recovery of Mobilisation advance:

Recovery of such sums advanced shall be made by the deduction from the contractor's bills commencing after first ten percent of the gross value of the work is executed and paid, on pro-rata percentage basis to the gross value of the work billed beyond 10% in such a way that the entire advance is recovered by the time eighty percent of the gross value of the contract is executed and paid, together with interest due on the entire outstanding amount up to the date of recovery of the instalment.

If the circumstances are considered reasonable by the Engineer-in-Charge, the period mentioned for request by the contractor in writing for grant of mobilization advance may be extended at the discretion of the Engineer-in-Charge.

17.2.4 Advance against Materials Brought at Site

Secured Advance on Nonperishable materials: The Contractor, on signing an indenture (form specified in Annexure-V, Schedule-'F') shall be entitled to be paid during the progress of the execution of the work upto 75% of the assessed value of any materials which are in the opinion of the Engineer-in-charge non-perishable, non-fragile and non-combustible and are in accordance with the contract and which have been brought on the site in connection therewith and are adequately stored and/ or protected against damage by

weather or other causes but which have not at the time of advance been incorporated in the works. When materials on account of which an advance has been made under this sub-clause are incorporated in the work, the amount of such advance shall be recovered/ deducted from the next payment made under any of the clause or clauses of this contract.

Such secured advance shall also be payable on other items of perishable nature, fragile and combustible with the approval of the Engineer-in-charge provided the contractor provides a comprehensive insurance cover for the full cost of such materials. The decision of the Engineer-in-charge shall be final and binding on the contractor in this matter. No secured advance, shall however, be paid on high-risk materials such as ordinary glass, sand, petrol, diesel.

17.2.5 No payment shall be made for work, estimated to cost Rs. 25 lac or less till after the whole of the work shall have been completed and certificate of completion given. For works estimated to cost over Rs. 25lac, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measurements in the format of the Department in triplicate on or before the date of every month fixed for the same by the Engineer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/ adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in Schedule 'Z', in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Engineer-in-Charge shall arrange to have the bill verified by taking or causing to be taken, where necessary, the requisite measurements of the work. In the event of the failure of the contractor to submit the bills, Engineer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the contractor is considered entitled by way of interim payment at such rates as decided by the Engineer-in- Charge. An amount of ad-hoc payment not less than 75% of the net amount of the bill under check, shall be made within 10 working days of submission of the bill by the Contractor to the Engineer-in-Charge or his Authorized Engineer together with the account of the material issued by the department, or dismantled materials, if any. The remaining payment is also to be made after final checking of the bill within 28 working days of submission of bill by the contractor. In case of delay in payment of intermediate bills after 30 days of submission of bill by the contractor, provided the bill submitted by the contractor found to be in order, a simple interest @ prevailing rate of interest of General Provident Fund shall be paid to the contractor from the date of expiry of prescribed time limit.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Engineer-in-charge relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is are in accordance with the contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Engineer- in-charge under the contract or any of such

payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

Pending consideration or extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the department to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the competent authority.

The Engineer-in-Charge in his sole discretion on the basis of a certificate from the Asstt. Manager / Manager (Engg) to the effect that the work has been completed up to the level in question make interim advance payments without detailed measurements for work done (other than foundations, items to be covered under finishing items) up to lintel level (including sunshade etc.) and slab level, for each floor working out at 75% of the assessed value. The advance payments so allowed shall be adjusted in the subsequent interim bill(s) to be submitted by the contractor within 10 days of the interim payment. In case of delay in submission of bill by the contractor a simple interest @ 10% (percent) per annum on the advance payment made shall be paid to the AAI from the date of expiry of prescribed 10 days.

17.2.6 No Running Account Bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in-Charge

17.3 Procedure for estimating the payment for the Works

17.3.1 The AAI shall make interim payments to the Contractor as certified by the Engineer-in-Charge on completion of a stage or on pro rata basis, as specified and valued in accordance with the proportion of the contract price assigned to each item and its stage in **Schedule-G**. Gross work to be done together with net payment/adjustment of advances for material collected, if any since the last such payment for being eligible to interim payment shall not be less than 25 lacs. However, no Running Account Bill shall be paid for the work except the mobilization advance till the applicable labour licenses, registration with GST, EPFO, ESIC and BOCW Welfare Board, Insurance etc., whatever applicable as submitted by the contractor to the Engineer-in Charge

17.3.2 The Contractor shall base its claim for interim payment for the stages completed till the end of the month or on pro rata basis to maintain cash flow for which the payment is claimed, valued in accordance with **Clause 17.3.1**, supported with necessary particulars and documents in accordance with this agreement:

17.3.3 The proportion assigned to an item will apply only to the Contract Price stated in this agreement. It shall not apply to any additions or reductions to the Contract Price arising from the issue of any change of scope order. A change of scope order shall specify the stages of interim payments for the works covered by such order.

17.4 Stage Payment Statement for Works

17.4.1 The Contractor shall submit a statement (the "Stage Payment Statement"), in 3 copies, by the 7th (seventh) day of each month to the Engineer-in-Charge, in the format set forth in **Annexure-I of Schedule-L**. This statement shall show the amount calculated in accordance with Clause 17.3, which the Contractor considers himself entitled to for the completed stage(s) of the Works. The Stage Payment Statement shall be accompanied by progress reports and any other supporting documents.

17.5 Stage Payment for Works

17.5.1 No amount will be certified or paid until the AAI has received, and approved, the Performance security and the parent Company Undertakings and Guarantees wherever applicable in accordance with Clause 7.1 and insurance in accordance with Article 18.

17.5.2 Within 7 (seven) days of receipt of the stage payment statement from the Contractor pursuant to Clause 17.4, the Engineer-in-Charge shall broadly determine the amount due to the Contractor and recommend the release of 75 (Seventy-five) percent of the amount so determined as part payment against the stage payment statement, pending issue of the **Interim Payment Certificate** (the "IPC") by the Engineer-in-Charge. In case of discrepancy or for want of correction in the bill submitted by contractor is returned back to the contractor, then time of 7 days will be considered from submission of bill after attending observations of the Engineer-in-Charge. Within 7 (seven) days of the receipt of recommendation of the Engineer-in-Charge, the AAI shall make payment to the contractor through electronic payment directly to the Contractor's bank account as agreed between the parties.

Payments due to the contractor and refund of various nature may, if so desired by him and wherever possible in banks be made through electronic payment mechanism instead of direct to him, provided that the contractor furnishes to the Engineer-In-Charge.

- (i) Information's as per proforma attached.
- (ii) An authorization in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and
- (iii) His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Airports Authority of India.

17.5.3 Within 14 (fourteen) days of the receipt of the Stage Payment Statement referred to in Clause 17.4, the Engineer-in-Charge shall determine (on recommendation of PMC if any) and shall deliver to the Contractor an **IPC** certifying the amount due and payable to the Contractor, after adjusting the payments already released to the Contractor against the said statement.

17.5.4 In cases where there is a difference of opinion regarding the value of any stage (between the PMC, if any, and the Contractor), the Engineer-in-Charge's view shall be final and binding.

17.5.5 The Engineer-in-Charge may withhold from payment:

- (a) The estimated value of work or obligation that the Contractor has failed to perform in accordance with this Agreement, as notified to the Contractor by the Engineer-in-Charge; and
- (b) The estimated cost of rectification of work done not in accordance with this Agreement.

17.5.6 Balance payment against IPC shall be made to contractor by the AAI within 28 (twenty-eight) days of submission of Stage Payment Statement to the Engineer-in-Charge subject to satisfactory submission by contractor to the observations made under clause 17.5.2.

17.5.7 Payment by the AAI shall not be deemed to indicate the AAI's acceptance, approval, consent or satisfaction with the work done.

17.6 Damages In Case of Delay in Stage Payment

17.6.1 The Contractor may claim damages under clause 17.6.2 if stage payment is delayed by the AAI beyond the period specified under clause 17.5.

17.6.2 In the event of the failure of the AAI to make payment to the Contractor within the time period stated in this Clause 17.5, the AAI shall be liable to pay to the Contractor simple interest @10% on all sums remaining unpaid from the date on which the same should have been paid, calculated in accordance with the provisions of Clause 17.5.

17.7 Price Adjustment for Works

17.7.1 The amounts payable to the Contractor for the Works shall be adjusted in accordance with the provisions of this **Clause 17.7**.

17.7.2 Subject to the provisions of **Clause 17.7.3**, the amounts payable to the Contractor for Works, shall be adjusted in the Interim Payment Certificate (IPC) issued by the Engineer-in-Charge for the increase or decrease in the index cost of inputs to the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in **Clause 17.8**.

17.7.3 To the extent that full compensation for any increase or decrease in costs to the Contractor is not covered by the provisions of this or other Clauses in this Agreement, the costs and prices payable under this agreement shall be deemed to include the amounts required to cover the contingency of such other increase or decrease of costs and prices.

17.8 Formula for Adjustment for Payment on Account of Increase in Prices/ Wages Due to Statutory Order(S) - (Clause - 10C)

If after submission of tender, if the price of any material incorporated in the work and/ or wages of labour increases as a direct result of the coming into force of any fresh, law or statutory rule or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause) beyond the prices/wages prevailing at the time of the last stipulated date of receipt of tenders including extensions, if any, for the work during contract period including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2, then the amount of the contract shall accordingly be varied.

If after submission of the tender, the price of any material incorporated in the works and/or wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rules or order (but not due to any variation of rate in GST applicable on such material(s) being considered under this clause), Authority shall in respect of materials incorporated in the works and/or labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the materials and/or wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any, for the work and the prices of materials and/or wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified period extended under the provisions of Clause 5 of the contract without any action under Clause 2.

Engineer-in-charge shall call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices of materials and wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such materials and/ or wages of labour, give notice thereof to the Engineer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, the labour component of 85% of the value of the work executed during period under consideration shall not exceed the percentage as specified in Schedule F, and the increase or decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled mazdoor, fixed under any law, statutory rule or order.

The cost of work for which escalation applicable is same as cost of work done shall be worked out as below:

- (a) Gross value of work done up to this quarter: (A)
- (b) Gross value of work done up to the last quarter: (B)
- (c) Gross value of work done since previous quarter (C)= (A-B)
- (d) Full assessed value of Secured Advance fresh paid in this quarter: (D)
- (e) Full assessed value of Secured Advance recovered in this quarter: (E)
- (f) Full assessed value of Secured Advance for which escalation is Payable in this quarter, (F)= (D-E)
- (g) Advance payment made during this quarter: (G)
- (h) Advance payment recovered during this quarter: (H)
- (i) Advance payment for which escalation is payable in this Quarter (I)= (G-H)
- (j) Amount paid based on prevailing market rates due to deviations/variations as per Clause 12 during this quarter: (J) Then, $M = C-F+I-J$

$$N = 0.85 M$$

k. Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)

I. Less cost of Engineering Consultancy Services rendered at fixed charges as per BOQ and paid during the quarter (X).

Cost of work for which escalation is applicable $W = N - (L + X)$

Provided always that:

- (a) Where provisions of clause 10C are applicable, provisions of clause 10 CC will not be applicable and;
- (b) Where provisions of clause 10 CC are applicable, provisions of clause 10C will not be applicable.

17.9 Formula for Price Adjustment of Works - (Clause - 10.9.4)

If the prices of materials and/or wages of labour required for execution of the work increase, the contractor shall be compensated for such increase as per provisions detailed below and the amount of the contract shall accordingly be varied, subject to the condition that such compensation for escalation in prices and wages shall be available only for the work done during the duration of the contract including the justified period extended under the provisions of clause 10.9.4 under Article 10 of the contract without any action under clause 10.9.7 under Article 10.

Such compensation for escalation in the prices of materials and labour, when due, shall be worked out based on the following provisions:

- (i) The base date for working out such escalation shall be the last stipulated date of receipt of tenders including extension, if any.
- (ii) The cost of work on which escalation will be payable shall be reckoned as below:

- (a) Gross value of work done up to this quarter: (A)
- (b) Gross value of work done up to the last quarter: (B)
- (c) Gross value of work done since previous quarter (C)= (A-B)
- (d) Full assessed value of Secured Advance fresh paid in this quarter: (D)
- (e) Full assessed value of Secured Advance recovered in this quarter: (E)
- (f) Full assessed value of Secured Advance for which escalation Payable in this quarter, (F)= (D-E)
- (g) Advance payment made during this quarter: (G)
- (h) Advance payment recovered during this quarter: (H)
- (i) Advance payment for which escalation is payable in this Quarter (I)= (G-H)
- (j) Amount paid based on prevailing market rates due to price variations as per Clause 12 during this quarter: (J)
- Then, $M = C+F+I-J$

$$N = 0.85 M$$

- k. Less cost of services rendered at fixed charges as per Clause 34 and recovered during the quarter (L)
- l. Less cost of Engineering Consultancy services rendered at fixed charges as per BOQ and paid during the quarter (X)

Cost of work for which escalation is applicable

$$W = N - (L + X)$$

***Cost of Design & Detailing shall be treated as civil work for EPC contract.**

Components for materials, etc. shall be pre-determined for every work and incorporated in the conditions of contract attached to the tender documents included in Schedule 2. The decision of the Engineer-in-Charge in working out such percentage shall be binding on the contractors.

- (iii) The following principles shall be followed while working out the payment on account of variation of prices of materials and/ or wages of labour:

The component for escalation shall be worked out at quarterly intervals and shall be subject to the cost of work done as per bills paid during the three calendar months of the said quarter. The date of submission of bill finally by the contractor to the department shall be the guiding factor to decide the bills relevant to the quarterly interval. The first such payment shall be made at the end of three

months after the month (excluding the month in which the work order issued) and thereafter at three months' interval. At the time of completion of the work, the last period for payment might become less than 3 months, depending on the actual date of completion.

(b) The indices as defined below (excluding L1) relevant to any quarter/period for which such compensation is to be paid shall be the arithmetical average of the indices relevant to the three calendar months. If the period up to the date of completion after the quarter covered by the last such instalment of payment, is less than three months, the indices shall be the average of the indices for the months falling within that period.

(c) The minimum wage of an unskilled Mazdoor shall be higher of the wage notified by Government of India, Ministry of Labour and the notified by the local administration both relevant to the place of work and the period of reckoning.

(d) The escalation for labour also shall be at the same quarterly intervals when escalation due to increase in cost of materials is considered under this clause. If such revision of minimum wages takes place during any of the quarterly intervals, the escalation compensation shall be payable at revised rates only for work done in subsequent quarters;

(e) Irrespective of variations in minimum wages of any category of labour, for the purpose of this clause, the variation in the rate for an unskilled Mazdoor alone shall form the basis for working out the escalation compensation payable on the labour component.

(iv) In the event the price of materials or wages of labour required for execution of the work decreases, there shall be a downward adjustment of the cost of work so that surplus price of materials and/or wages of labour shall be deductible from the cost of work under the contract and in this regard the formula herein stated below under this clause (10CC) shall mutatis mutandis apply.

(v) The contract price shall be adjusted for increase or decrease in rates and prices of labour, cement, reinforcement bar, fuel and lubricants and other input materials as per percentage of materials/labour specified in **schedule Z** and in accordance with the principal procedures and formulae specified below:

(a) Price adjustment for change in cost shall be paid in accordance with the following formulae:

(i) For Construction

$$V_W = W * (1/100) * [C_P * (C_I - C_0)/C_0 + L_P * (L_I - L_0)/L_0 + CM_P * (CM_I - CM_0)/CM_0 + EM_P * (EM_I - EM_0)/EM_0 + F_P * (F_I - F_0)/F_0 + S_P * (S_I - S_0)/S_0 + B_P * (B_I - B_0)/B_0]$$

(ii) For Maintenance:

$$V_W = W * (1/100) * [L_P * (L_I - L_O)/L_O + C_{M_P} * (C_{M_I} - C_{M_O})/C_{M_O} + E_{M_P} * (E_{M_I} - E_{M_O})/E_{M_O} + B_P * (B_I - B_O)/B_O]$$

Where, W=cost of work done as per para (ii) above.

V_W (Variation of cost of Work) = Increase or decrease in the cost of works during the period under consideration due to change in the rates for relevant components.

Percentage components of materials & labour as specified in Schedule 7 are defined as under: -

C_P - Cement component,

L_P - Labour component,

C_{M_P} - Civil component of other construction materials,

E_{M_P} - E & M i/c IT and AS component of construction materials,

F_P -POL (Diesel) component

S_P - Reinforcement steel bars/TMT / structural steel (including strands and cables) component

B_P - Bitumen Component

Indices for various components of materials & labour to be used for the purpose of this Clause are defined as under:

C_O = Wholesale Price Index for 50 kg bags of Portland Cement published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of last date of receipt of tender including extension, if any.

C_I = Wholesale Price Index for 50 kg bags of Portland Cement published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

L_O = Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as on the last date of receipt of tender including extension.

L_I = Minimum wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order as applicable on the last date of the quarter previous to the one under consideration.

CM_0 = Price Index for civil components of other construction materials valid for the month of the last date of receipt of tender including extension, if any, as published by AAI.

CM_I = Price Index for civil components of other construction materials for the period under consideration, as published by AAI.

EM_0 = Price Index for E & M components of construction materials valid for the month of the last date of receipt of tender including extension, if any, as published by AAI.

EM_I = Price Index for E & M components of construction materials for the period under consideration, as published by AAI.

F_0 = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.

F_I = Wholesale Price Index of HSD (High Speed Diesel) published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

S_0 = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.

S_I = Wholesale Price Index of Mild Steel-long products published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

B_0 = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce valid for the month of the last date of receipt of tender including extension, if any.

B_I = Wholesale Price Index of Bitumen published by office of the Economic Adviser, Ministry of Industry & Commerce for the period under consideration.

17.10 Restriction on Price Adjustment

Price adjustment shall be due and payable only in respect of the works in accordance with the original scope of Project.

17.11 Payments against IPC to be Regarded as Advances

All such interim payments shall be regarded as advances against the final payment only and shall not preclude the rejection, removal, taking away, reconstruction, or re-erection of bad, unsound, imperfect, or unskilled work. Any certificate given by the Engineer relating to work done or materials delivered forming part of such

payment may be modified or corrected by any subsequent certificate(s) or by the final payment certificate and shall not by itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract and specifications.

Any such interim payment, or any part thereof, shall not in any respect conclude, determine, or affect in any way the powers of the Engineer under the contract, nor shall such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the contract.

17.12 AAI's Claim

If the AAI considers itself entitled to any payment from the Contractor under any clause of this Agreement, it shall give notice and particulars to the Contractor 14 (fourteen) days before making the recovery from any amount due to the Contractor. The AAI shall also take into consideration any representation made by the Contractor in this regard before making such recovery.

17.13 Final payment statement

17.13.1 Within 56 (fifty-six) days after receiving the Completion Certificates and upon completion of all incomplete and outstanding works specified therein pursuant to **Article 12**, the Contractor shall submit to the Engineer-in-Charge for consideration six copies of a Final Payment Statement (the "Final Payment Statement") for the Works, along with supporting documents showing details in the form prescribed by the Engineer-in-Charge.

- (a) The summary of the Contractor's Stage Payment bills for Works as submitted in accordance with **Clause 17.4**;
- (b) The amounts received from the AAI against each bill; and
- (c) any further sums which the Contractor considers due to it from the AAI.

If the Engineer-in-Charge disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as the Engineer-in-Charge may reasonably require. The Engineer-in-Charge shall then deliver to the AAI:

- (a) An Interim Payment Certificate (IPC) for those parts of the Final Payment Statement which are not in dispute, along with a list of disputed items which shall then be settled in accordance with the provisions of **Article 23**; or
- (b) A Final Payment Certificate if there are no disputed items.

17.14 Final Payment Certificate

17.14.1 Within 91(ninety- o n e) days after receipt of the Final Payment Statement for Works under Clause17.14, and there being no disputed items of claim, the Engineer-in-Charge shall deliver to the AAI, with a copy to the Contractor, a final payment certificate (the **"Final Payment Certificate"**) stating:

- (a) the amount which, in the opinion of the Engineer-in-Charge, is finally due under this Agreement or otherwise; and
- (b) After giving credit to the AAI for all amounts previously paid by the AAI and for all sums to which the AAI is entitled, the balance, if any, due from the AAI to the Contractor or from the Contractor to the AAI, as the case may be.

17.14.2 The AAI shall pay to the Contractor the amount which is finally due, after deducting all amounts previously paid by the AAI and any deductions to which the AAI considers itself entitled under this Agreement. The AAI shall also provide the Contractor with the particulars of such deductions.

17.14.3 The corrected final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in- charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and for those items which are in dispute on account of quantity and/ or rates shall be paid at approved quantity and/ or rates by the Engineer-in-charge, within three months period reckoned from the date of receipt of the bill by the Engineer in- Charge or his authorized representative, complete with account of materials issued by the Department and dismantled materials.

If the final bill is submitted by the contractor within the period specified above and payment of final bills is made by the AAI within above prescribed time limit, if delay in payment, a simple interest @ prevalling rate of interest of General Provident Fund shall be paid to the contractor from the date of expiry of prescribed time limit, provided the final bill submitted by the contractor is found to be in order.

The Final bill shall be prepared for both L1 & L2 bidders for all tendered items (excluding as based on market rate) and payment shall be made on the basis of lower of the two.

17.15 Payment in Foreign Currency

All payments made by the AAI pursuant to the terms of the Contract shall be in Indian Rupee only. No payment shall be made in any foreign currency.

17.16 Payment by Cheque and E-Payment

All payments to the Contractor will be made "E-Payment".

17.17 Production of Records

- (i) The Contractor shall, whenever required by the Engineer-in-Charge, produce or cause to be produced for examination any quotations, invoices, cost or other account books, vouchers, receipts, letters, memoranda, or any copies or extracts from such documents. The Contractor shall also furnish any information and returns as may be required relating to the execution of this Contract, for the purpose of verifying or ascertaining the cost of execution or confirming that the materials supplied comply with the specifications laid down in the Contract. The decision of the Engineer-in-Charge regarding the relevancy of any documents, information, or returns shall be final and binding on the parties.
- (ii) If any part or item of the work is permitted to be carried out by a sub-contractor, assignee, or any subsidiary or allied firm, the Engineer-in-Charge shall have the authority to secure the books and records of such sub-contractor, assignee, or subsidiary/allied firm through the Contractor, and shall have the power to examine and inspect the same. These rights are without prejudice to the obligations of the Contractor under any statute, rules, or orders.

17.18 With-Holding and Lien in Respect of Sums Due from Contractor

- (i) Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Engineer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Engineer-in-Charge or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if so security has been taken from the contractor, the Engineer-in-Charge or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Engineer-in Charge of the AAI or any contracting person through the Engineer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Engineer-in-Charge or AAI will be kept withheld or retained as such by the Engineer-in-Charge or

AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Engineer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

(ii) Post Payment Audit:

AAI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by contractor under the contract or any work claimed to have been done by the him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for AAI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AAI to the contractor, without any interest thereon whatsoever.

17.19 Lien in Respect of Claims in Other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Engineer-in-Charge or the AAI or any other contracting person or persons through Engineer-in-Charge against any claim of the Engineer-in-Charge or AAI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Engineer-in-Charge or the AAI or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Engineer-in-Charge or the AAI will be kept withheld or retained as such by the Engineer-in-Charge or the AAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or

on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor .

17.20 Recovery of Money due to the AAI

All damages (without limitation including liquidated damages), costs, charges, expenses, debts, or sums for which the Contractor is liable to the AAI under any provision of the Contract may be deducted by the AAI from monies due to the Contractor under the Contract (without limitation including liquidated damages) and the AAI shall have the power to recover any balance not so deducted from monies due to the Contractor under any other contract between the AAI and the Contractor.

When the Contractor has assigned to a third party the right to receive monies due, or, to become due, under the Contract to the Contractor or charged such monies in favour of a third party, the AAI's right to deduct damages (without limitation including liquidated damages), costs, charges, expenses, debts or sums for which the Contractor is liable to the AAI from monies due to the Contractor under the Contract shall be limited to the right expressed above.

17.21 ~~Incentive for Early Completion~~

~~In case the contractor completes the work ahead of stipulated date of completion, bonus / incentive for early completion of entire work should be payable @ 1% (one percent) of the contract amount per month, subject to a maximum of 10% (ten percent) of contract amount. For early completion in part period of the month, the incentive should be calculated on proportionate basis. Bonus/ Incentive shall be applicable for the contract completed before stipulated dated of completion and shall not be applicable for the contract extended beyond the stipulated period even with justified hindrance and without any action of compensation for delay.~~

ARTICLE 18

INSURANCE

18.1 Insurance for Works and Maintenance

18.1.1 The Contractor shall effect and maintain at its own cost the insurances specified in **Schedule-M** and as per the requirements under the applicable Laws.

18.1.2 No payment shall be made to contractor unless evidence of compliance of provisions under this Article 18 related to insurance is submitted to the Engineer-in-Charge and observations of the Engineer-in-Charge, if any, are also complied with.

18.1.3 The Engineer-in-Charge will not issue Final Payment Certificate until the Contractor has produced evidence that coverage of the professional indemnity insurance has been provided for the aforesaid period.

18.1.4 Subject to the exceptions specified in Clause 18.1.4, the Contractor shall, save and except as provided in this Agreement, fully indemnify, hold harmless and defend the AAI from and against any and all losses, damages, costs, charges and/or claims with respect to:

- (a) The death of or injury to any person; or
- (b) the loss of or damage to any property (other than the Works);

that may arise out of or in consequence of the execution and completion of the works and the remedying of any Defects therein.

18.1.5 Notwithstanding anything stated above in Clause 18.1.4, the AAI shall fully indemnify the contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims arising out of or with respect to

- (a) the permanent use or occupation of land or any part thereof by the AAI;
- (b) the right of the AAI to execute the works, or any part thereof, on, over, under, in or through any land;
- (c) the damage to property which is the unavoidable result of the execution and completion of the Works, or the remedying of any defects therein, in accordance with this agreement; and
- (d) the death of or injury to persons or loss of or damage to property resulting from any act or neglect of the AAI, its agents, servants or other contractors, not being employed by the Contractor.

Provided that, in the event of any injury or damage as a result of the contributory negligence of the Contractor, the AAI shall be liable to indemnify the Contractor from and against any and all losses, damages, costs, charges, proceedings and/or claims to the extent as may be proportionately determined to be the liability of the AAI, its servants or agents or other contractors not associated with the contractor in such injury or damage.

18.1.6 Without prejudice to the obligations of the parties as specified under Clauses 18.1.4 and 18.1.5, the Contractor shall maintain or effect such third party insurances (including for AAI's property) as required under the Applicable Laws.

18.2 Notice to the AAI

Not later than 14 (fourteen) days after the Commencement Date, the Contractor shall by notice furnish to the AAI, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 18. Within 14 (fourteen) days of receipt of such notice, the AAI may require the Contractor to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.

18.3 Evidence of Insurance Cover

18.3.1 All insurances obtained by the Contractor in accordance with this Article 18 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 14 (fourteen) days of the Commencement Date, the Contractor shall furnish to the AAI notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 42 (forty-two) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Contractor to the AAI. The Contractor shall act in accordance with the directions of the AAI. Provided that the Contractor shall produce to the AAI the insurance policies in force and the receipts for payment of the current premiums.

18.3.2 The Contractor shall ensure the adequacy of the insurances at all times in accordance with the provisions of this Agreement.

18.4 Remedy for failure to insure

If the Contractor shall fail to effect and keep in force all insurances for which it is responsible pursuant hereto, the AAI shall have the option to either keep in force any such insurances, and pay such premium and recover the costs thereof from the Contractor, or in the event of computation of a Termination Payment, treat an

amount equal to the insurance Cover as deemed to have been received by the Contractor.

18.5 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Contractor pursuant to this Article 18 shall include a waiver of any and all rights of subrogation or recover of the insurers thereunder against, inter alia, the AAI, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

18.6 Contractor's waiver

The Contractor hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the AAI and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

18.7 Cross liabilities

Any such insurance maintained or effected in pursuance of this Article 18 shall include a cross liability clause such that the insurance shall apply to the Contractor and to the AAI as separate insured.

18.8 Accident or injury to workmen

Notwithstanding anything stated in this Agreement, it is hereby expressly agreed between the Parties that the AAI shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or Sub-contractor, save and except as for the death or injury resulting from any act, omission or default of the AAI, its agents or servants. The Contractor shall indemnify and keep indemnified the AAI from and against all such claims, proceedings, damages, costs, charges, and expenses whatsoever in respect of the above save and except for those acts, omissions or defaults for which the AAI shall be liable.

18.9 Insurance against accident to workmen

The Contractor shall effect and maintain during the agreement such insurances as may be required to insure the Contractors personnel/any persons employed by it on the Project from and against any liability incurred in pursuance of this Clause 18.9. Provided that for the purposes of this Clause 18.9, the Contractors personnel/any person employed by the Contractor shall include the Sub-contractor and its personnel. It is further provided that, in respect of any persons employed by any Sub-contractor, the Contractor's obligations to insure as aforesaid under this Clause 18.9 shall be satisfied if the Sub-contractor shall have insured against the liability in respect of such persons in such manner that the AAI is indemnified under the policy. The Contractor shall require such Sub-contractor to produce to the AAI, when required, such policy of insurance and the receipt for the payment of the current premium within 14 (fourteen) days of such demand being made by the AAI.

18.10 Responsibility for amounts not recovered

The AAI and the Contractor in accordance with their obligations as provided for in this Agreement shall be liable to bear the cost of any loss or damage that does not fall under the scope of this Article 18 or cannot be recovered from the insurers

18.11 Application of insurance proceeds

The proceeds from all insurance claims, except those related to life and injury, shall be applied toward any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery, or installation of the Project. The provisions of this Agreement concerning the construction of works shall apply mutatis mutandis to the works undertaken out of the proceeds of such insurance claims.

18.12 Compliance with policy conditions

Each Party hereby expressly agrees to fully indemnify the other Party against all losses and claims arising from its failure to comply with the conditions imposed by the insurance policies effected in accordance with this Agreement.

ARTICLE 19

FORCE MAJEURE

19.1 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean the occurrence in India of any or all of the following: a Non-Political Event, an Indirect Political Event, and a Political Event, as defined in Clauses 19.2, 19.3, and 19.4 respectively, provided that such event affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement, and the event or circumstance: (i) is beyond the reasonable control of the Affected Party; (ii) the Affected Party could not have prevented or overcome by exercising due diligence and following Good Industry Practice; and (iii) has a Material Adverse Effect on the Affected Party.

19.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- (a) acts of God, epidemics, extremely unusual adverse weather conditions, lightning, earthquakes, landslides, cyclones, floods, volcanic eruptions, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent such contamination, radiation, fire, or explosion originates from a source external to the Site);
- (b) Strikes or boycotts (other than those involving the Contractor, Sub-contractors, or their employees/representatives, or attributable to any act or omission of any of them) that interrupt supplies and services to the Works for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 14 (fourteen) days in an accounting year, and not constituting an Indirect Political Event as defined in Clause 19.3;
- (c) Any failure or delay of a Sub-contractor/Contractor, but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation payable to the AAI by or on behalf of such Contractor;
- (d) Any judgment or order of any court of competent jurisdiction or statutory authority made against the Contractor in any proceedings, except for (i) failure of the Contractor to comply with any Applicable Law or Applicable Permit, or (ii) breach of any Applicable Law, Applicable Permit, or contract, or (iii) enforcement of this Agreement, or (iv) exercise of any rights of the AAI under this Agreement;
- (e) The discovery of geological conditions, toxic contamination, or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(f) Any event or circumstance of a nature analogous to any of the foregoing.

19.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage;
- (b) Industry-wide or State-wide strikes or industrial action lasting continuously for 24 (twenty-four) hours and exceeding an aggregate period of 14 (fourteen) days in an Accounting Year;
- (c) Any civil commotion, boycott, or political agitation which prevents construction of the Project by the Contractor for an aggregate period exceeding 14 (fourteen) days in an Accounting Year;
- (d) Any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation payable to the AAI by or on behalf of such Contractor;
- (e) Any Indirect Political Event that causes a Non-Political Event; or
- (f) Any event or circumstance of a nature analogous to any of the foregoing.

19.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of this Agreement;
- (b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Contractor or of the Sub-Contractors;
- (c) Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorization, no-objection certificate, consent, approval, or exemption required by the Contractor or any of the Sub-Contractors to perform their respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Contractor's or any Sub-Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such

clearance, license, authorization, no-objection certificate, exemption, consent, approval or permit.

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the AAI by or on behalf of such Contractor; or

(e) any event or circumstance of a nature analogous to any of the foregoing.

19.5 Duty to report Force Majeure Event

19.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 19 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

19.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 14 (fourteen) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

19.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 19.5.1, and such other information as the other Party may reasonably request the Affected Party to provide

19.6 Effect of Force Majeure Event on the Agreement

19.6.1 Upon the occurrence of any Force Majeure after the Commencement Date, the costs incurred and attributable to such event and directly relating to this Agreement (the "Force Majeure costs") shall be allocated and paid as follows:

- (a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure costs and neither Party shall be required to pay to the other Party any costs thereof;
- (b) upon occurrence of an indirect Political Event, all Force Majeure costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Contractor, and to the extent Force Majeure costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the AAI to the Contractor for the Force Majeure events. However, in case claim received against insurance is more than the amount paid to him by AAI then contractor shall return the amount paid by AAI and rest shall be retained by contractor; and
- (c) upon occurrence of a Political Event, all Force Majeure costs attributable to such Political Event shall be reimbursed by the AAI to the Contractor.

For the avoidance of doubt, Force Majeure costs may include costs directly attributable to the Force Majeure Event, but shall not include debt repayment obligations, if any, of the Contractor. In case of doubt, whether a particular occurrence should be considered an 'Event' as defined under this clause, the decision of the Engineer-in-Charge shall be final and binding.

19.6.2 Save and except as expressly provided in this Article 19, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant thereto.

19.6.3 Upon the occurrence of any Force Majeure Event after the Commencement Date or during the Construction Period, the Project Completion Schedule shall be extended by a period equal in length to the duration of the Force Majeure Event.

19.7 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 6 months, either Party may, in its discretion, terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 19. Upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith;

provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 14 (fourteen) days' time to make a representation, and may, after the expiry of such 14 (fourteen) days period, whether or not it is in receipt of such representation, in its sole discretion, issue the Termination Notice.

19.8 Termination Payment for Force Majeure Event

19.8.1 In the event of this Agreement being terminated under Clause 19.7 on account of a Non-Political Event, the Termination Payment shall be determined as follows:

- (a) Value of the completed stage of the Works, less payments already made; and
- (b) Reasonable value of the partially completed stages of works as on the date of Termination, only if such works conform with the Specifications and Standards.

and shall adjust from the sum thereof (i) any other amounts payable or recoverable, as the case may be, in accordance with the provisions of this Agreement; and (ii) all taxes due to be deducted at source.

The Contractor shall be paid fully for the work done under the Agreement, but not for any defective work which has been damaged or destroyed before its measurement.

Provided that, in the event Termination occurs during the Maintenance Period, the Engineer-in-Charge shall only determine the value of Works associated with Maintenance.

19.8.2 If Termination is on account of an Indirect Political Event, the Termination Payment shall include:

- (a) any sums due and payable under Clause 19.6; and
- (b) the reasonable cost, as determined by the Engineer-in-Charge, being the fair and reasonable cost of the Plant/equipment and Materials, as assessed by the Engineer-in-Charge, which were procured by the Contractor and transferred to the AAI for use in Construction or Maintenance — only if such Plant and Materials are in conformity with the Standards and Specifications.

Provided that in the event Termination occurs during the Maintenance Period, the AAI's Engineer-in-Charge shall only determine the value of Works associated with Maintenance.

19.8.3 If Termination is on account of a Political Event, the AAI shall make a Termination Payment to the Contractor in an amount that would be payable under Article 19 as if it were an AAI Default.

19.9 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

19.10 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- (a) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (b) The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- (c) When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 20

SUSPENSION OF CONTRACTOR'S RIGHT

20.1 Suspension upon Contractor Default

Upon occurrence of a Contractor Default, the AAI shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Contractor under this Agreement including the Contractor's right to construct and maintain the Project pursuant hereto, and (ii) exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform the same on its behalf during such suspension (the "Suspension"). Suspension hereunder shall be effective forthwith upon issue of notice by the AAI to the Contractor and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice.

20.2 AAI to act on behalf of Contractor

During the period of Suspension hereunder, all rights and liabilities vested in the Contractor in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by the AAI for discharging the obligations of the Contractor under and in accordance with this Agreement shall be deemed to have been done or taken for and on behalf of the Contractor, and the Contractor undertakes to indemnify the AAI for all costs incurred during such period.

The Contractor hereby licenses and sub-licenses respectively, the AAI or any other person authorised by it under Clause 20.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Contractor with respect to the Project Highway and its design, engineering, construction, operation and maintenance, and which is used or created by the Contractor in performing its obligations under the Agreement.

20.3 Revocation of Suspension

20.3.1 In the event that the Engineer-in-Charge shall have rectified or removed the cause of Suspension within a period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

For the avoidance of doubt, the Parties expressly agree that the AAI may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

20.3.2 Upon the Contractor having cured the Contractor Default within a period not exceeding 90 (ninety) days from the date of Suspension, the AAI shall revoke the Suspension forthwith and restore all rights of the Contractor under this Agreement.

20.4 Suspension of Work by Engineer-in Charge

20.4.1 The contractor shall, on receipt of the order in writing of the Engineer-in- Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

- a. for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- b. for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

20.4.2 If the suspension is ordered for reasons in sub-para 20.4.1 above:

- a) the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
- b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within fifteen days of the expiry of the period of 30 days.
- c) If the works or part thereof is suspended on the orders of the Engineer-in- Charge for more than three months at a time, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor,

if he intends to treat the suspension, where it affects only a part of the works as on omission of such part by AAI or where it affects whole of the works, as an abandonment of the works by AAI, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in- Charge. In the event of the contractor treating the suspension as an abandonment of the contract by AAI, he shall have no claim to payment of any compensations on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in-Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in- Charge within 30 days of the expiry of the period of 3 months.

20.5 Resumption of Work

After receipt of permission or of an instruction to proceed, the Contractor shall, after notice to the Engineer-in-Charge, examine the Works, Plant/Machinery, goods and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works, Plant and Materials, which has occurred during the suspension. Nothing extra shall be payable on this account.

ARTICLE -21

TERMINATION

21.1 Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given a notice by the Engineer-in-Charge in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer-in-Charge the contractor will be unable to complete the same or does not complete the same within the period specified.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in AAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AAI.
- (vi) If the contractor shall enter into a contract with Airports Authority of India in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-charge.

- (vii) If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits any breach of Integrity Pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Chairman, Airports Authority of India shall have powers:
 - (a) To determine the contract as aforesaid so far as performance of work by the Contractor is concerned (of which determination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.
 - (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above

courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

ARTICLE 22

ASSIGNMENT AND CHARGES

22.1 Restrictions on assignment and charges

This Agreement shall not be assigned by the Contractor to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

22.2 Hypothecation of Materials or Plant

Notwithstanding the provisions of Clause 22.1, the Contractor may pledge or hypothecate to its lenders, any Materials or Plant prior to their incorporation in the Works. Further, the Contractor may, by written notice to the Authority, assign its right to receive payments under this Agreement either absolutely or by way of charge, to any person providing financing to the Contractor in connection with the performance of the Contractor's obligations under this Agreement. The Contractor acknowledges that any such assignment by the Contractor shall not relieve the Contractor from any obligations, duty or responsibility under this Agreement. For the avoidance of doubt, all Materials and Plants shall, upon their incorporation into Works, be free from any and all Encumbrances without the Authority being required to make any payment to any person on account of any costs, compensation, expenses and charges for such Materials, Plants and Works.

ARTICLE 23

LIABILITY AND INDEMNITY

23.1 General Indemnity

23.1.1 The Contractor will indemnify, defend, save and hold harmless the AAI and its officers, servants, agents, Government Instrumentalities and Government-owned and/or controlled entities/enterprises (the "**AAI Indemnified Persons**") against any and all suits, proceedings, actions, demands and third-party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under Agreement or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the AAI Indemnified Persons.

23.2 Indemnity by the Contractor

23.2.1 Without limiting the generality of Clause 23.1, the Contractor shall fully indemnify, hold harmless and defend the AAI and the AAI Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- a) Failure of the Contractor to comply with Applicable Laws and Applicable Permits;
- b) Payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Contractor's Sub-contractors, suppliers, and representatives; or
- c) Non-payment of amounts due as a result of Material or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.

23.2.2 Without limiting the generality of the provisions of this **Article 23**, the Contractor shall fully indemnify, hold harmless and defend the AAI Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the AAI Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Contractor or by the

Contractor's Sub-contractors in performing the Contractor's obligations or in any way incorporated in or related to the Project.

If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.

If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the AAI a licence, at no cost to the AAI, authorizing continued use of the infringing work.

If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing.

23.3 Notice and Contest of Claims

In the event that either Party receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article 23 (the "**Indemnified Party**"), it shall notify the other Party (the "**Indemnifying Party**") within 14 (fourteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed.

In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

23.4 Defence of Claims

23.4.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by the Indemnifying Party.

If the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in respect of loss to the full extent provided by this Article 23, the Indemnifying Party shall be entitled, at its option, to assume and control the defence

of such claim, action, suit or proceeding, liabilities, payments and obligations at its expense and through the counsel of its choice; provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable costs and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defence.

The Indemnifying Party shall not be entitled to settle or compromise any claim, demand, action, suit or proceeding without the prior written consent of the Indemnified Party, unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure the loss to be indemnified hereunder to the extent so compromised or settled.

23.4.2 If the Indemnifying Party has exercised its rights under Clause 23.3, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

23.4.3 If the Indemnifying Party exercises its rights under Clause 23.3, the Indemnified Party shall nevertheless have the right to employ its own counsel, and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as incurred, unless:

- (a) the employment of counsel by such party has been authorized in writing by the Indemnifying Party; or
- (b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
- (c) the Indemnifying Party shall not, in fact, have employed independent counsel reasonably satisfactory to the Indemnified Party, to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- (d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either:
 - (i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
 - (ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (b), (c) or (d) of this Clause 23.4.3 shall be applicable, the counsel for the Indemnified Party shall have the right to direct the defence of such claim, demand, action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

23.5 No Consequential Claims

Notwithstanding anything to the contrary contained in this Article 23, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

23.6 Survival on Termination

The provisions of this **Article 23** shall survive Termination.

ARTICLE 24

DISPUTE RESOLUTION

24.1 No legal action till Dispute settlement procedure is exhausted

Any and all Disputes shall be settled in accordance with the provisions of Article 24. No action at law concerning or arising out of any Disputes shall be commenced unless and until all applicable Dispute resolution procedures set out in Article 24 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

24.2 Procedure for Claims

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

(i) Through Mediation: All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (i) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

(ii) Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (1) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

Arbitration is restricted to disputes with a value of less than Rs. 10 Crores.

The dispute shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining content of the other party, as per Annexure 'Z' or Annex-VI of Schedule F.

Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.

For the purpose of the above 'Initial Statement of Claim' should be taken into consideration for deciding individual arbitrator or Tribunal under **Clause 24.2 (ii)** of the Dispute Resolution Clause.

24.3 Settlement of Commercial Disputes between Central 'Public Sector Enterprises (CPSEs) and Government Department/Organization-Administrative Mechanism for resolution of CPSEs Dispute (AMRCD)

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Authorities inter-se and also between CPSEs and Government Departments/ Organizations (excluding disputes relating(to Railways, Income Tax , Customs & Excise Departments) , such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-021000112023-AMRCD-FTS-13578 dated 8th December 2025 and the decision of AMRCD on the said dispute will be binding on both the parties."

Format Consent Letter
Dispute Resolution Clause - Para 24.2 (ii)

To,

The Chairman/Member/Regional Executive Director,
Airports Authority of India,

SUB: Request for appointment of arbitrator under Clause_____ of the
_____ agreement dated_____for_____

Sir/Madam,

1. We state that _____(contractor/agency) was awarded work/ concession
of _____at_____Airport/_____
_____(other location) of Airports Authority of India through Award Letter
dated_____.
2. Dispute related to _____arose between us (contractor/agency) and
AAI.
3. On_____ (date), dispute was referred to Mediation as per AAI Mediation
Policy and any settlement on the following claims/disputes was not reached between the
parties:

(i)

(ii)

(iii)
4. A concise statement along with claim in respect of each of such disputes is attached
herewith.
5. In view of the above, we invoke arbitration under clause _____of the
_____ agreement between us and AAI and as per proviso to Section-
12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request the
Chairman/Member/Regional Executive Director AAI to appoint arbitrator from AAI's
panel of arbitrators.
6. I/We also give my /our consent for appointing any of an arbitrator from AAI's approved
panel of arbitrators, **as per paragraph-5 above.**

Thanking you,

(_____)
Authorized signatory of

Encl: As above

ARTICLE 25

MISCELLANEOUS

25.1 Governing Law and Jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

25.2 Waiver of immunity

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

25.3 Waiver

25.3.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

- (c) shall not affect the validity or enforceability of this Agreement in any manner.

25.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

25.4 Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement:

- (a) no review, comment or approval by the Authority or the Engineer-in-Charge of any Document or Drawing submitted by the Contractor nor any observation or inspection of the construction of the Project nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and liabilities under this Agreement, Applicable Laws and Applicable Permits; and
- (b) the Authority shall not be liable to the Contractor by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

25.5 Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

25.6 Survival

25.6.1 Termination shall:

- (a) not relieve the Contractor or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

25.6.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

25.7 Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Qualification or Request for Proposals and bid submissions, as the case may be, shall be deemed to form part of this Agreement and treated as such.

25.8 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

25.9 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

25.10 Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

25.11 Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

25.12 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Contractor, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Contractor may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub- clause (b) below may, if they are subsequently confirmed by sending a copy thereof by speed post ,registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the person as the Contractor may from time to time designate by notice to the Authority;

Attention:

{Designation:

Address:

Fax No:

Email:}

- (b) In the case of the Authority, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Contractor; provided that if the Contractor does not have an office in the same city as the Authority, it may send such notice by facsimile or e-mail and by speed post ,registered acknowledgement due, air mail or by courier;

{Designation:

Address:

Fax No:

Email:}); and

- (c) Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to

have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

25.13 Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

25.14 Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

25.15 Confidentiality

The Parties shall treat the details of this Agreement as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous consent of the Authority.

25.16 Copyright and Intellectual Property rights

25.16.1 As between the Parties, the Contractor shall retain the copyright and other Intellectual Property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor. The Contractor shall be deemed (by signing this Agreement) to give to the Authority a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by this Agreement, including replacements of any computers supplied by the Contractor:

25.16.2 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Authority for purposes other than those permitted under this Clause 25.16.

25.16.3 As between the Parties, the Authority shall retain the copyright and other Intellectual Property rights in this Agreement and other documents made by (or on behalf of) the Authority. The Contractor may, at its cost, copy, use, and obtain communication of these documents for the purposes of this Agreement. They shall not, without the Authority's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the contract.

25.17 Limitation of Liability

25.17.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement.

25.17.2 The total liability of one Party to the other Party under and in accordance with the provisions of this Agreement, save and except as provided in Articles 21 and 23, shall not exceed the Contract Price. For the avoidance of doubt, this Clause shall not limit the liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

25.18 Novation Clause:

Notwithstanding anything contained in this Tender/ Agreement, the Parties agree that the **Airports Authority of India/ AAI/ Authority** shall have the right to assign/ novate this Tender/ Agreement in favour of any person or entity appointed or selected by Airports Authority of India/ AAI/Authority for operation, maintenance and/ or management of the airport or any part thereof without obtaining any further consent from the bidder/contractor and upon such assignment/ novation, the assignee/novate shall: -

- a. Have all the rights of Airports Authority of India/ AAI/ Authority under this Tender/ Agreement and,
- b. Have the right to terminate this Tender/ Assignment by giving seven days' notice and without incurring any liability and/or cost for such termination.

ARTICLE 26

STAFF AND LABOUR

The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost.

26.1 Labour laws to be complied by the Contractor

26.1.1 The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

26.1.2 No labour below the age of fourteen years shall be employed on the work.

26.1.3 Payment of wages

- i. The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.
- ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Airports Authority of India contractor's Labour Regulations made by AAI from time to time in regard to payment of wages wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- iv. The following deductions shall be permissible to be made by the Engineer-in-Charge.
- a. The Engineer-in-charge concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - b. Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge concerned.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- v. The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made thereunder from time to time.
- vi. The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.
- vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall

not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.

- ix. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

26.1.4 In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per AAI Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

26.1.5 The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- i. the number of labourers employed by him on the work,
- ii. their working hours,
- iii. the wages paid to him,
- iv. the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- v. the number of female workers who have been allowed maternity benefit according to Clause 26.1.7 and the amount paid to them failing which the contractor shall be liable to pay to AAI, a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and shall be binding on the contractor.

26.1.6 In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by the AAI and its contractor.

26.1.7 Leave and pay during leave shall be regulated as follows

- a. Leave:

- i. In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
 - ii. In the case of miscarriage - upto 3 weeks from the date of miscarriage.
- b. Pay:
 - i. In the case of delivery – leave pay during maternity leave will be at the rate of women’s average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
 - ii. In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.
- c. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.
- d. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form and the same shall be kept at the place of work.

26.1.8 Contractor (s) Committing a Default or Breach

In the event of the contractor (s) committing a default or breach of any of the provisions of the Airports Authority of India Contractor’s Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the contractor (s) is / are not properly observing and complying with the provision of the AAI Contractor’s Labour

Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work – people employed the contractor (s) (hereinafter referred as “the said Rules”) the Engineer-in-Charge shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor (s). The contractor (s) shall erect, make and maintain at his / their own expense and to approved standards all necessary huts and sanitary arrangements required for his / their work –people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the contractor (s) requiring that the said huts and sanitary arrangements be remodelled and / or reconstructed according to approved standards, and if the contractor (s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor (s).

The contractor (s) shall at his / their own cost provided his / their labour with a sufficient number of huts (hereinafter referred to as the camp) on the following specifications on a suitable plot of land to be approved the Engineer-in-Charge.

26.1.9 Facilities to be provided

i. Following facilities to be provided:

- a. The minimum height of each hut at the eaves level shall be 2.10m (7ft.) and the floor area to be provided will be at the rate of 2.7 sqm. (30 sqft.) for each member of the worker’s family staying with the labourer.
- b. The contractor shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6’ x 5’) adjacent to the hut for each family. The Contractor shall make his own arrangements for the engagement of staff and labour at his own cost.
- c. The contractor(s) shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided for women.
- d. The contractor (s) shall construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.

ii. Specifications

- a. All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-Charge in case of sun-dried bricks, the walls should be plastered with mud gobri on both sides. The floor may be kutcha but plastered with mud gobri and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with the thatch or any other materials as may be approved by the Engineer-in-Charge and the contractor shall ensure that throughout the period of their occupation, the roofs remain water – tight.
- b. The contractor (s) shall provide each hut with proper ventilation.
- c. All doors, windows and ventilators shall be provided with suitable leaves for security purposes.
- d. There shall be kept an open space of at least 7.2 m (8 yards) between the rows of huts which may be reduced to 6m (20 ft.) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

iii. Water Supply

The contractor (s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provide. The contractor (s) shall also at his / their own cost make arrangements for laying pipe lines for water supply to his / their labour camp from the existing mains wherever available and shall pay all fees and charges therefor.

- iv. The site selected for the camp shall be high ground, removed from jungle.
- v. Disposal of Excreta:

The contractor (s) shall make necessary arrangement for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the contractor (s) shall make arrangements for the removal of the excreta through the Municipal Committee / authority and inform it about the number of labourers employed so that arrangements may be made by such Committee / authority for the removal of excreta. All charges on this account shall be borne by the contractor and paid directly by him to the Municipality / authority. The contractor shall provide one sweeper for every eight seats in case of dry system.

vi. Drainage

The contractor (s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.

vii. The contractor (s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.

viii. Sanitation

The contractor(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.

26.1.10 The Engineer-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual work premises, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. Assistant Manager/Junior Executive will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service center to apprise the residents about the same.

26.1.11 It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the General Manager Engg. Whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Executive Director Engg., through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

26.1.12 Employment of skilled / semiskilled workers

The contractor shall at all stages of work deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute/National Institution of Construction Management and research (NICMAR) National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work. The contractor shall

submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer –in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

26.2 Minimum Wages Act to be Complied with

The contractor shall comply with all the provision of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

26.3 Employees Provident Fund & Miscellaneous Provident Act 1952 and State Insurance (ESI) Act, 1948 / Jammu and Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961 and State Insurance (ESI) Act, 1948

26.3.1 Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Engineer-in-charge to the contractor on actual basis.

The verification of deployment of labour will be done through biometric attendance system or any other suitable method by the Engineer in Charge. The applicable and eligible amount of EPF & ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

26.4 Working Hours

The Contractor, if required, shall carry out work during night hours or in shifts, unless specifically provided otherwise in the Contract. No increase in rates or extra payments shall be admissible for night work.

The Contractor shall provide adequate lighting and safety arrangements.

26.5 Contractor's Superintendence:

The Contractor shall provide all necessary superintendence during the design and execution of the Works, and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. Such superintendence shall be provided by sufficient persons having adequate knowledge of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents) for the satisfactory and safe execution of the Works.

26.6 Preservation of Peace and Orderly Conduct:

- a. The contractor shall be responsible for preservation of peace and orderly conduct at the site and its neighbourhood by contractor's employees, representatives, petty contractors, sub-contractors, etc. In case deployment of special Police Force becomes necessary at or near site, during the tenure of works, the expenses for the same shall be borne by the contractor.
- b. The contractor shall at all the times take all reasonable precautions which will include that no labour or employee is permitted to work at site in an intoxicated condition or under influence of drugs, to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour, and to preserve peace and protection of persons and property in neighbourhood of the works against such conduct.

26.7 Labour to be Contractor's Employee:

If, the Contractor directly or through petty contractors or Sub-Contractors supplies any labour to be used wholly or partly under the direct orders and control of the Engineer or the AAI, whether in connection with any work being executed by the Contractor or otherwise for the purposes of the AAI, such labour shall, for the purpose of this clause, be deemed to be persons employed by the Contractor.

26.8 Claim on account of violation of Labour Laws:

The Contractor shall be solely accountable for violation of any labour law by it, its petty contractors or Sub-Contractors and will pay any such claim/damage to the authorities forthwith on demand. If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the AAI, such moneys shall be deemed to be moneys payable to the AAI by the Contractor and he will pay the same to the AAI forthwith on demand, without demur and without asking for any reasons/explanations from the AAI. On failure of the Contractor to repay the AAI any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, the AAI shall be entitled to recover the amount from any moneys due or accruing to the Contractor under this or any other Contract with the AAI.

26.9 Employment of coal mining or controlled area labour not permissible

- i. The contractor shall not employ coal mining or controlled area labour falling under any category whatsoever or in connection with the work or recruit labour from area within a radius of 32 km (20 miles) of the controlled area. Subject as above the contractor shall employ imported labour only i.e., deposit imported labour or labour imported by contractors from area, from which import is permitted.
- ii. Where ceiling price for imported labour has been fixed by State or Regional Labour Committees not more than that ceiling price shall be paid to the labour by the contractor.
- iii. The contractor shall immediately remove any labourer who may be pointed out by the Engineer-in-Charge as being a coal mining or controlled area labourer. Failure to do so shall render the contractor liable to pay to AAI a sum calculated at the rate of Rs.10/- per day per labourer. The certificate of the Engineer-in-Charge about the number of coal mining or controlled area labourer and the number of days for which they worked shall be final and binding upon all parties to this contract.
- iv. It is declared and agreed between the parties that the aforesaid stipulation in this clause is one in which the public are interested within the meaning of the exception in Section 74 of Indian Contract Act, 1872.

Explanation: -

Controlled area mean the following areas:

Districts of Dhanbad, Hazaribagh, Jamtara- Sub-Division under Santhal Pargana Commissionery, District of Bankura, Birbhum, Burdwan, District of Bilaspur. Any other area which may be declared a Controlled Area by or with the approval of the Central Government.

ARTICLE 27

'MAINTENANCE (AICMC/CAMC/AMC) AND OPERATIONS

27.1 'Maintenance (AICMC/CAMC/AMC) and Operation' obligations of the Contractor

27.1.1 The Contractor shall maintain the Project for a period of years **Schedule-N** commencing from the date of the Taking Certificate **"Maintenance (AICMC/CAMC/AMC) and Operation"** Period. Upon taking of the project by AAI, the Contractor has to execute a Supplemental Agreement per form **Annex VII of Schedule 'F'** on the same terms and conditions as applicable to the construction contract, within 10 days of the start of operation and maintenance. The contract agreement shall be executed on non-judicial stamp paper of value of Rs.100/- and the cost of stamp shall be borne by the Contractor. No running bill shall be paid before signing the contract.

27.1.2 During the 'Maintenance (AICMC/CAMC/AMC) and Operation' Period, the Engineer-in-Charge (shall be nominated prior to the start of 'Maintenance (AICMC/CAMC/AMC) and Operation' period) shall provide to the Contractor access to the Site for 'Maintenance and Operation', in accordance with this Agreement. The obligations of the Contractor hereunder shall include:

- (a) permitting safe, smooth and uninterrupted use of the Project;
- (b) Undertaking routine 'Maintenance (AICMC/CAMC/AMC) and Operation' including prompt repairs of various works as defined by Engineer-in-Charge in **Schedule-N**;
- (c) Undertaking repairs of various works;
- (d) Informing the Engineer-in-Charge of any unauthorised use of the Project; and
- (e) Informing the Engineer-in-Charge of any encroachments on the Project/contract site;

27.1.3 The Contractor shall be responsible for 'Maintenance (AICMC/CAMC/AMC) and Operation' of the project as per the scope of 'Maintenance (AICMC/CAMC/AMC) and Operation' specified in **Schedule-N** in accordance with Good Industry Practice and to the entire satisfaction of the Engineer-in-Charge.

27.1.4 The Contractor shall promptly remove from the Project all surplus construction machinery and materials, waste materials (including hazardous materials and wastewater), rubbish, and other debris (including, without limitation, accident debris) and keep the Project in a clean, tidy, and orderly condition, and in conformity with the Applicable Laws, Applicable Permits, and Good Industry Practice.

27.2 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements

The Contractor shall ensure and procure that at all times during the 'Maintenance (AICMC/CAMC/AMC) and Operation' Period, the Project conforms to the 'Maintenance (AICMC/CAMC/AMC) and Operation' requirements set forth in Section 27.2.1. "Maintenance (AICMC/CAMC/AMC) and Operation' Requirements"

27.3 'Maintenance (AICMC/CAMC/AMC) and Operation' Programme

27.3.1 Contractor shall prepare a monthly 'Maintenance (AICMC/CAMC/AMC) and Operation' programme (the 'Maintenance (AICMC/CAMC/AMC) and Operation' Programme) in consultation with the Engineer-in-Charge. The Contractor shall submit the same to the Engineer-in-Charge not later than (ten) days prior to the commencement of the month in which the 'Maintenance (AICMC/CAMC/AMC) and Operation' is to be carried out. For this purpose, a joint monthly inspection by the Contractor and the Engineer-in-Charge shall be undertaken. The 'Maintenance (AICMC/CAMC/AMC) and Operation' Programme shall contain the following:

- (a) The condition of the various works in the format prescribed by the Engineer-in-Charge;
- (b) the proposed 'Maintenance (AICMC/CAMC/AMC) and Operation' works; and
- (c) Deployment of resources for 'Maintenance (AICMC/CAMC/AMC) and Operation' works.

27.4 Safety and accidents

The Contractor shall ensure safe conditions for the Users, and in the event of unsafe conditions, it shall follow the relevant operating procedures for removal of obstruction and delay. Such procedures shall conform to the provisions of this Agreement, Applicable Applicable Permits, and Good Industry Practice.

27.5 Supervision and Monitoring during 'Maintenance and Operation'

27.5.1 Inspection by the Contractor

- (i) The Engineer-in-Charge shall undertake regular inspections to evaluate continuously the compliance with the 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements.
- (ii) The contractor shall submit to Engineer a **Monthly 'Maintenance (AICMC/CAMC/AMC) and Operation' Statement** in three copies by 7th day of each month in a format decided by AAI's Engineer for the

'Maintenance (AICMC/CAMC/AMC) and Operation' of the project during previous month.

- (iii) The Contractor shall carry out a detailed pre-monsoon inspection of all works in accordance with 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements and relevant BIS/IRC code. Report of this inspection together with details of proposed 'Maintenance (AICMC/CAMC/AMC) and Operation' works as required shall be conveyed to the AAI's Engineer forthwith. The Contractor shall complete the proposed 'Maintenance (AICMC/CAMC/AMC) and Operation' works before the onset of the monsoon and send a compliance report to the Engineer. Post monsoon inspection shall be undertaken by the Contractor and the inspection report together with details of deficiencies observed and proposed action to remedy the same shall be submitted to the Engineer forthwith.

27.5.2 Inspections by Engineer-in-Charge

- (i) The Engineer-in-Charge may inspect the Project any time, but at least once every month, to ensure compliance with the 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements. The Engineer-in-Charge shall make a report of such inspection ("Maintenance (AICMC/CAMC/AMC) and Operation' Inspection Report") stating in reasonable detail the deficiencies, if any, with particular reference to the 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements, the 'Maintenance (AICMC/CAMC/AMC) and Operation' Manual, and the 'Maintenance (AICMC/CAMC/AMC) and Operation' Programme, and send a copy thereof to the Airport Director and the Contractor within 10 (ten) days of such inspection.
 - (ii) After the Contractor submits the Monthly 'Maintenance (AICMC/CAMC/AMC) and Operation' Statement for the Project pursuant to Clause 27.5.1(ii), the Engineer-in-Charge shall carry out an inspection within 7 (seven) days to verify the amount payable to the Contractor. The Engineer-in-Charge shall inform the Contractor of its intention to carry out the inspection at least 3 (three) days in advance of such inspection. The Contractor shall assist the Engineer-in-Charge in verifying compliance with the 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements.
- For each case of non-compliance of 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements as specified in the inspection report of the Engineer-in-Charge, the Engineer-in-Charge shall calculate the amount of reduction in payment.

27.5.3 Exclusion

Cost incurred on defect and deficiency rectification of works covered under defect liability period under Clause 17.1 and specific CAMC/warranty for IT (05 years) and

Airport System works (03 years) shall be borne by the Contractor and shall not be covered under 'Maintenance (AICMC/AMC) and Operation' obligations.

27.6 Reduction of payment for non-performance of 'Maintenance (AICMC/CAMC/AMC) and Operation' obligations

27.6.1 In the event that the Contractor fails to repair or rectify any Defect or deficiency set forth in **Schedule-N** within the period specified therein, it shall be deemed as failure of performance of 'Maintenance (AICMC/CAMC/AMC) and Operation' obligation of the Contractor. The Engineer-in-Charge may reduce the cost of maintenance of 'Maintenance(AICMC/CAMC/AMC) and Operation' not carried out by the Contractor accepting non-performance of the contractor and the Contractor shall be entitled to effect reduction for such expenditure against cost of work not executed by the contractor from monthly lump sum payment for 'Maintenance(AICMC/CAMC/AMC) and Operation' due to the contractor, without prejudice to the rights of the AAI under this Agreement, including Termination thereof.

27.6.2 If the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified in **Schedule-N**, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Engineer and conveyed to the Contractor and the AAI with reference to 27.6.3. Any reduction made on account of non-compliance will not be paid subsequently, even after establishing the compliance thereof. Such deductions will continue to be made every month until the compliance is achieved.

27.7 AAI right to take remedial measures

In the event the Contractor does not maintain and/or repair the Project or any part thereof in conformity with the 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements, 'Maintenance (AICMC/CAMC/AMC) and Operation' Manual or the 'Maintenance (AICMC/CAMC/AMC) and Operation' Programme, as the case may be, and fails to complete remedial works within the time specified in **Schedule N** or a notice in this behalf issued by the Engineer-In-charge, the Engineer-In-charge shall, without prejudice to the rights of the AAI under this Agreement including Termination thereof, be entitled to take such remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, an amount equal to 20 (twenty percent) of such cost shall be paid by the Contractor to the Engineer-In-charge as Damages.

27.8 Restoration of loss or damage to Project

Save and except as otherwise expressly provided in this Agreement, in the event that the Project or any part thereof suffers any loss or damage during the 'Maintenance (AICMC/CAMC/AMC) and Operation' from any cause attributable to the Contractor,

the Contractor shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement.

27.9 Tests

For determining that the Project meets the 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements, the Engineer-In-charge shall require the Contractor to carry out, or cause to be carried out, tests specified by it in accordance with Good Industrial Practice. The Contractor shall, with due diligence, carry out or cause to be carried out such tests in accordance with the instructions of the Engineer-In-charge and submit the results of such tests forthwith to the Engineer-In-charge.

27.10 Reports of unusual occurrence

The Contractor shall, during the 'Maintenance (AICMC/CAMC/AMC) and Operation' Period, prior to the close of each day, send the Engineer-In-charge, by facsimile or e-mail, a report stating accidents and unusual occurrences within three days such as:

- (i) accident, death or severe injury to any person;
- (ii) damaged or dislodged fixed equipment;
- (iii) damage due to flooding/earthquake/riots/natural disaster; and
- (iv) any other unusual occurrence.

27.11 Payment for 'Maintenance (AICMC/CAMC/AMC) and Operation' of the Project

27.11.1 Within 7 (seven) days of receipt of the Monthly 'Maintenance (AICMC/CAMC/AMC) and Operation' Statement from the Contractor, the Engineer-In-charge shall verify the Contractor's monthly statement and certify the amount to be paid to the Contractor taking into account:

- (i) any reduction in payment due to the 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements; and
- (ii) any reduction for non-compliance with the 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirement in accordance with Clause 27.6 and Clause 27.7.

27.11.2 'Maintenance (AICMC/CAMC/AMC) and Operation' payment shall be made monthly. If the 'Maintenance (AICMC/CAMC/AMC) and Operation' Requirements set forth in **Schedule-N** are not met, reduction in payments shall be made in accordance with the provisions of Clause 27.6 and Clause 27.7. The reductions for noncompliance with the 'Maintenance (AICMC/CAMC/AMC) and Operation'

Requirements shall be applied on the basis of monthly inspections by the Engineer-In-charge.

27.11.3 The deduction made on account of non-compliance with the 'Maintenance (AICMC/CAMC/AMC) and Operation' requirements shall not be subsequently considered for payment after the compliance is achieved by repair or rectification.

27.11.4 The AAI shall pay to the Contractor amount due every month. The payment shall be made within 14 days on submission of monthly 'Maintenance (AICMC/CAMC/AMC) and Operation' statement by the contractor.

SCHEDULE'S AND ANNEXURE'S

SCHEDULE-A
(See Clauses 2.1 and 8.1)

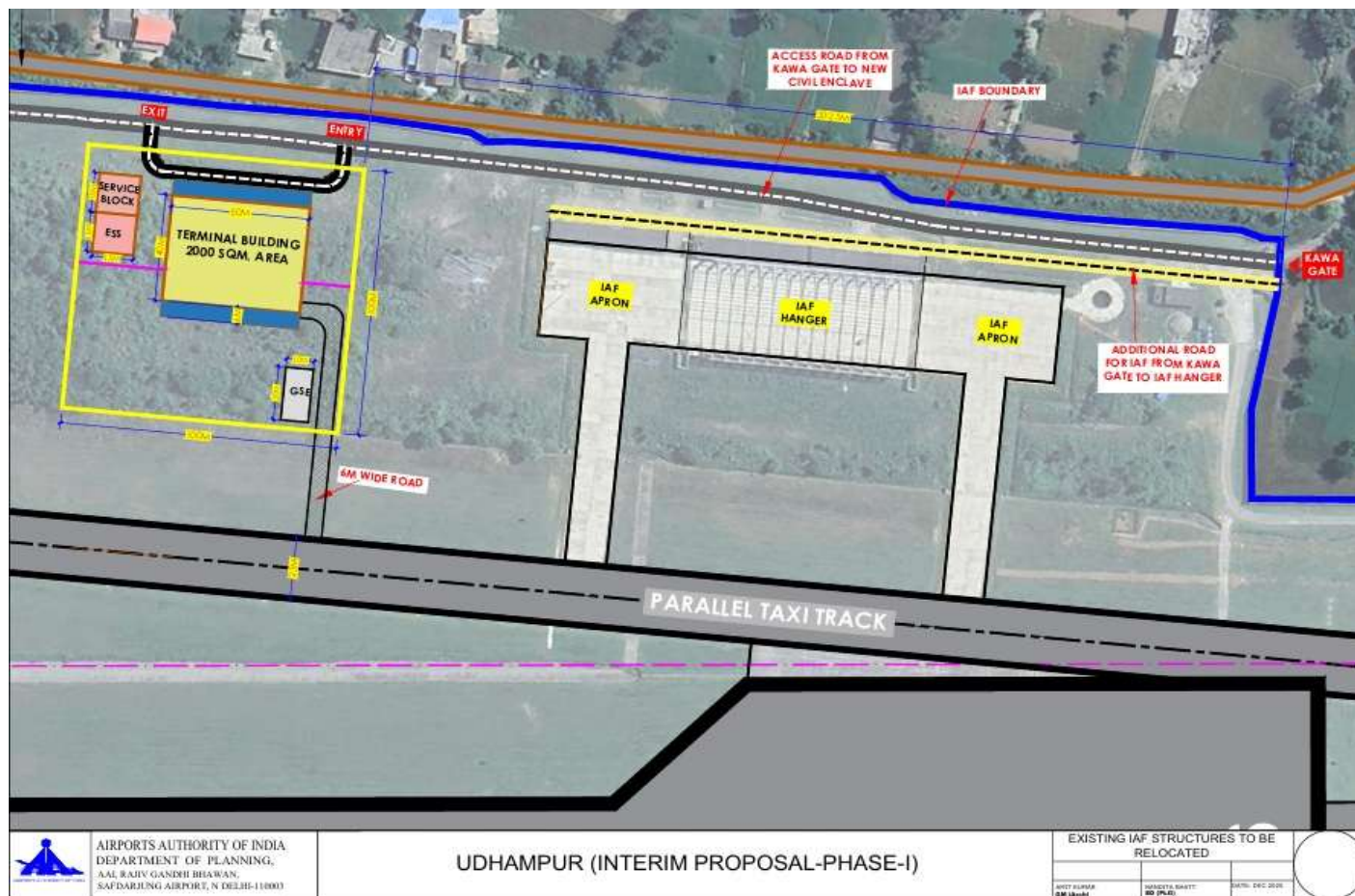
SITE OF THE PROJECT

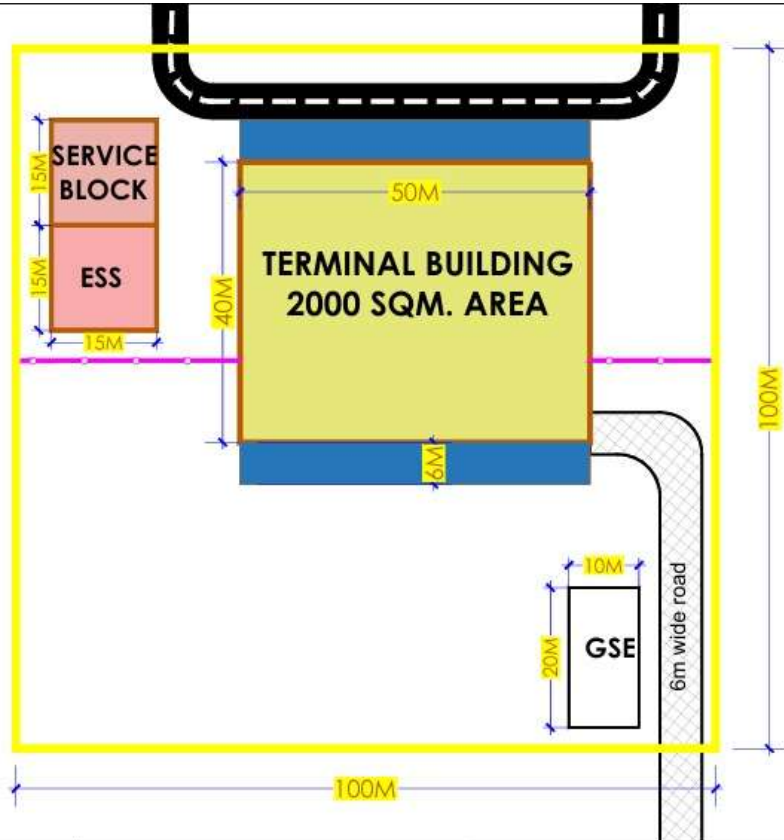
1. The Site

- 1.1 Site of the Project shall include the land, buildings, structures and road works as described in Annex-I of this Schedule-A.
- 1.2 The dates of providing the site to the Contractor are specified in Annex-II of this Schedule-A.
- 1.3 An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, or attached to, the Site shall be prepared jointly by the Engineer-in-Charge and the Contractor, and such inventory shall form part of the memorandum referred to in Clause 8.2.1 of Article-8 in GCC of this Agreement.
- 1.4 The Architectural plans and other drawings of the Project are specified in Annex-III of this Schedule-A.
- ~~1.5 The status of the environment clearances is given in Annex IV of this Schedule-A.~~

SITE FOR PROJECT

Name of Work: Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).





AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF PLANNING,
AAL RAJIV GANDHI BHAWAN,
SAFEDARJUNG AIRPORT, N DELHI-110003

UDHAMPUR (INTERIM PROPOSAL-PHASE-I)

| | | |
|----------------------------|---------------------------|----------------|
| PROJECT NUMBER SW/14-04 | PROJECT NAME UD (PL-0) | DATE: DEC 2019 |
|----------------------------|---------------------------|----------------|

Annex-II
(Schedule-A)

DATES FOR PROVIDING THE SITE

The Project site will be handed over to the agency at the stipulated date of start of the work after award of work.

Annex-III (Schedule-A)

LIST OF SCHEMATIC DESIGN DRAWINGS (FOR TENDER PURPOSE ONLY)

The list of drawings is provided in this Tender document. The development of detailed design and drawings based on drawings provided in Tender is in scope of successful bidder as per requirement of Engineering, Procurement, Construction, and to operationalize the proposed building.

No claim whatsoever shall be entertained by AAI on account of any discrepancies (if any) in above drawings.

Note: Enclosed above are solely for the reference / guidance of the intending Bidders and to enable them to prepare their bid.

AAI shall not be responsible and no claim whatsoever shall be admissible on account of any difference between the pdf versions of the drawings and the Auto Cad versions during the course of work.

Written dimensions on the drawing shall prevail over the same in Auto cad drawing in case of any ambiguity.

Note:

The internal dimensions mentioned in the drawing and subsequent drawings is tentative. The final size of rooms/internal space arrangements shall be as per 'Good for Construction' (GFC) Drawing as given by successful EPC Contractor and as approved by AAI during execution of the work, meeting functional and technical requirements. The cost involved due to change in internal dimensions of the rooms/ internal space arrangement etc. is deemed inclusive in this EPC Contract and nothing extra payable.

Any work falling outside such as making ramp, site levelling, side protection & concreting, water connection, sewer connection, storm water drainage connection, cable & power line, any other associated works for making fully functional Terminal building/ utility building, etc. required as per site condition to be done by EPC contractor and cost of same is deemed inclusive in this tender and nothing extra payable.

EPC Contractor is required to provide Pre-Fab Steel Structure Terminal facilities, and associated works to handle Domestic Passengers in the GFC drawing, including providing followings:

- i. Necessary partitions in Arrival and Departure floor is to be done by EPC contractor to accommodate Domestic passengers and the baggages as per approved GFC drawings.**
- ii. Providing required capacity to facilitate the movement of all Domestic passengers within the terminal building in line with the conceptual drawings attached with the tender.**
- iii. Necessary partitions upto ceiling height, as per BCAS/ Security requirement to be done by EPC contractor in Arrival and Departure areas for segregating the PAX as well as baggages.**
- iv. Necessary facilities for parking of cars & two wheelers (Staff) i.e. Surface Car Parking.**
- v. Provision of operational fencing for segregating airside and cityside area along with provision of entry and exit gate along with operational/property boundary wall as per EPC battery limit drawing.**
- vi. Provision of Air-Conditioned Portable container project office space for project with full functionality and provision of lab with equipment etc.**

The cost of above all is deemed inclusive in this tender and nothing extra payable.

Annex-IV
(Schedule-A)

CLEARANCES

All approvals mentioned at Clause 1.1 of Schedule-E of tender document are to be obtained by EPC contractor.

- 1) Environment Clearance compliance is required to be ensured by EPC contractor during execution stage of the subject work if required and applicable.
- 2) EPC contractor has to obtain certificate for Consent to Establish (CTE) and Consent to Operate (CTO) from the concerned authority State/Centre. AAI will assist for the same.
- 3) Other Clearance/ necessary permission from Regulatory/ Statuary Authorities to commence the work physically or during execution shall be in scope of the EPC contractor, and compliance of the same to be ensured by EPC contractor in co-ordination with the Engineer In-charge timely without affecting targeted progress of the work.

Note: Above mentioned point 1, 2 & point 3 will be applicable only if required as per prevailing government guidelines.

SCHEDULE-B
(See Clause 2.1)

DEVELOPMENT OF THE PROJECT

1. Development of the Project

Development of the Projects shall include design, procurement, construction, operation, maintenance and AICMC of the Project as described in this Schedule-B, in Schedule-C and in Schedule N.

2. Name of work: *Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).*

3. The Project '*Construction of Interim Terminal Building and other allied works at Udhampur Airport (J&K).*' shall be designed, procured and constructed in conformity with the Design Basis reports, Specifications and Standards specified in Schedule-D and maintained and operated as specified in Schedule N.

Annex-I
(Schedule-B)

DESCRIPTION OF THE PROJECT

1. INTRODUCTION

- (i) Udhampur Airport is defence airfield under the control of IAF, situated at 70 Km (approx.) from Jammu airport and about 5.00 km from Udhampur City center. It is situated at an elevation of 2066 ft above MSL. Udhampur Airfield is having single runway (18/36) measuring 2743 m x 45 mtr. Being a defence installation, civilian access is restricted and presently there is no scheduled commercial flight operation.
- (ii) The Agency is required to complete the project on Engineering Procurement and Construction (EPC) on Turn Key basis within controlled architectural norms as mentioned in the Scope of Work, Technical Specifications, DBR & Tender Drawings including development of entire site area as shown in drawings in this Tender. The scope of work is to be carried out complete in all respect including services and rates quoted by the Agency shall be considered for entire scope of work which includes all activities/work starting from the given concept to completion till handing over of completed project in operational state from all perspective.
- (iii) The scope of work includes all Structural Works, Architectural & Civil Works & Civil Finishing Works, roofing work, flooring work, Glazing work, Interior work including check in counters, stamping tables, manual frisking table, Frisking pedestal, SS dust bins as per drawings, VIP rooms, Tactile Path, Plumbing Works & Sanitary (Internal & External along with connection to source), Storm Water Drainage System, Water storage tanks, Overhead tanks, Underground sump, Horticulture and Landscape work, Road work, levelling and grading of areas where buildings are to be constructed, Internal Fire Fighting Works, Septic Tank & Soak Pit, Surface parking cars and two wheelers vehicles for Staff, External/Internal Signages, ESS Building as per approved drawings Demolition/relocation of trees falling into proposed layout, Chain Link fencing (as per EPC Drawing) with MS Gate for Entry/ Exit as per approved drawing/design, Providing and fixing of prefab security morchas, Bulk Electrical Services Internal & External Electrical works including substation equipment's, HT & LT works, UPS, LPS, automatic power factor correction panel, active harmonic filters, SPD (surge protection system), Automatic addressable fire alarm & detection system, Fire-fighting system, Automatic room flooding fire suppression system, VRV/VRF & Split AC, water cooler with fountain & RO, Water treatment plant (WTP), Automatic sliding doors with air curtains, Automatic Hand dryer, Sanitary napkin vending & incinerator machine, Public address system, Telephone & IPABX System, CCTV Network, FIDS, IT & Communication infrastructure, Electrical Signage Systems for Building, supply & installation of Baby diaper changing station, Baby Protection Safety Chair, Departure and Arrival Conveyor Belts, Perimeter road and street lighting etc. any other work required for smooth operation and maintenance of the airport.
- (iv) All signage's will be LED lighted as per requirement and direction of Engineer-In-Charge including bilingual city side signage of appropriate size, also in airside signage. In case in some of the external signages LED light is not required, no recovery shall be

applicable.

- (v) All the pre-construction approvals are to be obtained by the bidder from Engineer-In-Charge. All statutory / municipal approvals before/ during/ post construction stages are to be obtained by the bidder. The statutory fee for such clearances shall be reimbursed by the AAI/Employer.
- (vi) The details mentioned in DBR / technical specification / drawings to be followed and successful bidder to prepare detailed drawing & shop drawings of all works for approval from EIC. The bidder will ensure to complete the work and make functional as per NBC 2016, statutory requirements, AAI/Client requirements and good engineering practices etc.
- (vii) The works is to be completed as per DBR / Technical Specification / Drawings, AAI/Client requirements, drawings, scope of work, facility matrix, Specifications, finishing schedule and prevalent codes, NBC 2016, statutory requirement guidelines etc.
- (viii) All specifications / makes / shop drawings and construction methodology etc. are to be got approved from AAI as required prior to execution / procurement. However, it does not imply that bidder absolves themselves from code provisions/statutory requirements.
- (ix) Formwork for all RCC works should be of laminated ply finish.
- (x) All columns/wall corners in the parking area should have approved rubber/PVC corner protection.
- (xi) Parking shall be provided as per NBC 2016 considering AAI requirement and prevalent statutory requirements.
- (xii) All specifications are to be followed as given in technical specifications, however, at any location if any information/specification is of specific make it has to be treated as or equivalent.
- (xiii) Preparation of Detail design and shop drawings based on DBR/Technical Specification.
- (xiv) Preparation of Shop drawings and its approval from AAI.
- (xv) The E.P.C. contractor is expected to discharge his responsibility in conformity with the contract as per the tender documents and those documents specified therein to constitute the contract document and in conformity with all laws, regulations, acts, statutes, bye-laws, applicable to all aspects of the investigation, design, engineering, construction, manufacture, delivery and shall indemnify the owner against any claims or damages, fines, suits, legal or administrative actions/ strictures penalties, etc. resulting from the neglect or inability or avoidance of the above said laws, regulations, statutes, etc.
- (xvi) It is re-emphasized that the employer expects the EPC Contractor to comply with all municipal regulations, environmental regulations, health and safety regulations and comply with all the requirements spelled out in this regard in the contract. Where there is a difference between the employer's requirements and regulatory requirements the more stringent provision shall prevail. It is assumed that EPC Contractor has completed his due diligence on this prior to filling the tender and no change in cost shall be considered for this.
- (xvii) The EPC Contractor shall follow all best practices, codes, standards and adhere to specifications and shall meet or exceed performance requests as spelled out in this contract.
- (xviii) The EPC Contractor shall engage reputed Architect, Interior Designer, Experienced Interior Works Executing Agency etc., or any such specialized agency / agency as

instructed by EIC for proper works execution, complete in all respects as per EIC's instructions.

- (xix) The EPC Contractor shall carry out the procurement of all the materials, equipment's, Installations, accessories as may require for completion and Installation & Commissioning of work for the project. No material/equipment shall be procured without its approval /sample approval from EIC.
- (xx) The EPC Contractor shall undertake the construction of the project in accordance with the Employer approved Design Development Documents.
- (xxi) The scope of the execution work shall be in accordance with the design development documents, as prepared by the EPC Contractor and approved by the Engineer In-Charge (EIC), inclusive of, but not limited to, civil and structural works, architectural works, hard and soft landscaping works, signage works, all builders work associated with MEP, Fire Protection, LV and ELV Systems, cable laying 2 runs (1W +1S) and all associated works for the Project, as further described herein and as per the Works Requirements. The work is inclusive of all coordination with other contractors and consultants working on the Project. Specific requirements are elaborated below.
- (xxii) It shall be deemed that the EPC Contractor/ Agency has satisfied himself with the nature and location of the work, general and local conditions and particularly those pertaining to transport including restriction of movement of traffic / vehicles etc., handling, availability and storage of materials, availability of labour, weather conditions at site and general ground/ sub-soil conditions. Agency is expected to quote their rates accordingly and nothing extra shall be payable for any reason/s whatsoever it may be.
- (xxiii) AAI shall bear no responsibility for the lack of such knowledge and also the consequences thereof to the EPC Contractor/ Agency. **The information and site data shown in the drawings and mentioned in the tender documents are furnished for general information and guidance only.** The Engineer-in-Charge in no case shall be held responsible for the accuracy thereof or/and deductions, interpretations or conclusions drawn there from by the Agency and no claim shall be entertained whatsoever on this account; if the site conditions/information is different or otherwise incorrect. It will be presumed that the Agency has satisfied himself for all possible contingencies, situations, Ground/Road levels for fixing Plinth level of building as per drawing, bottlenecks and acts of coordination which may be required between the different agencies. No hindrance shall be entertained because of these constraints if so occurs at any stage and nothing extra shall be payable for any reason/s whatsoever it may be.

The above scope of work is indicative but not exhaustive. However, contractor is required to execute all the items of work as per functional and operational requirement of buildings, Scope of work, Design Basis Reports (DBR)/ Technical Specifications, SCC, Drawings, Schedule of Finishes, Approved Makes etc. to make the buildings & complex fit for its intended purpose without any additional cost.

Note: All efforts have been made to define the Scope of Work in this document in respect of tendered work. However, defined Scope of Work specified in this document is indicative only but not limited to. All works, which are required to successful design, construction and handover the complete works under battery limit, even if they are not specified in this document are comes under the Scope of Work for the successful bidder. All the bidders are encouraged to send their queries seeking their clarifications, if any in this respect within the stipulated

time period. It may be noted that no extra payment, whatsoever will be admissible to the successful bidder on account of merely non-mention of any particular work/ component/ scheme in this document.

2. GENERAL

2.1 Objective

The objective of the Contract is designing, engineering, procurement, field investigations in the form of topographic survey and geotechnical investigations, manufacturing, supply and delivery, construction, erection, installation, setting to work, integration, testing, pre-commissioning, commissioning, project operational trials, handing over, operations and maintenance obtaining all requisite Statutory approvals, preparation and submission of method statements, rectification of defects, maintenance during Defects Liability Period (DLP), supply of spares and special tools, installation and removal of temporary works and the rectification of the defects appearing in the Permanent Works in the manner and to the specified standards within the time frame stipulated in the Contract along with any and all other works required for Completion of the Work. The above shall include everything necessary to provide completion of a fully functional and fit to purpose works as described below in the Scope of Work, AAI's Requirements and shall be in compliance with the requirements set forth in all the volumes of the bidding documents. In full recognition of this objective, and in full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the execution of Works.

3. SCOPE STATEMENT

3.1 Scope of work

The Scope of work shall comprise of but not limited to designing, engineering, procurement, construction, erection, installation, setting to work, testing, pre-commissioning, commissioning, trial runs, completion of the following: -

3.1.1 General

- i) Field investigations, in the form of topographic survey, geotechnical investigation, hydrological Survey etc.
- ii) Preparation of Design in various stages as defined in Schedule 'D'.
- iii) Preparation of Sample, mock-ups and prototypes.
- iv) Procurement, manufacture, assembling, installation and construction.
- v) Integrated testing and commissioning of Works and Equipment.
- vi) Supply of all Spare Parts and special tools.
- vii) Preparation of Operation and Maintenance Manuals and training of AAI's personnel in the operation and maintenance of systems, integrated systems and installed equipment.
- viii) Establishment of graphic sign boards providing Site related information and directions during Construction Phase.

- ix) Safety signs to safe guard / caution the workers and other Site related personnel from any accident or mishap during Construction Phase.
- x) Pre-Construction anti-termite treatment.
- xi) Protection & diversion if required the existing utility & services without affecting the services
- xii) Barricading alignment should not be affecting the air services in operational area and to be approved by EIC.
- xiii) Alternative access road including diversions if any to the site during construction.
- xiv) Contractor shall be responsible for carrying out the required design, engineering, defining the procurement strategy, obtaining approval from the AAI on design and procurement strategy, and Execution of Works.

Contractor shall be further responsible for taking delivery, storage, making necessary provisions in civil / project related works, installation, testing, commissioning, obtaining approval / licenses from Relevant Authorities, liasioning etc. as per recommendations of the manufacturers/ suppliers, preparation of As-Built Drawings, Operation and Maintenance Manuals etc. All the costs associated with the above activities shall be deemed to be included in the Contract Sum.

All these activities shall be listed in the Programme. Such activities shall be monitored on a regular basis.

3.1.2 Preliminary and Enabling Works

Temporary barricading / fencing for entire Project Site, Signage, lighting, access and internal roads, security, flag posts, temporary construction, water & power, etc.

Barricades and Signboards

The Contractor shall erect barricades with gates around his areas of operations to prevent entry by un-authorized persons to the Project Site and necessary identity cards /permits should be issued to workers and staff by the Contractor. The Contractor shall submit a proposal for barricades/gates around the complete perimeter of the Project Site, not less than 3.00 metre high. The barricading of 3.0- meter height (or as directed by NGT from time to time) all along the periphery of the project site shall be constructed by the Agency with G.I./Galvalume profiled sheet of standard approved thickness with sturdy structural steel framework, as per design, for full length of the periphery and around construction area as directed by Engineer-in-Charge.

The barricading shall be aesthetically maintained by regular cleaning and painting by the Agency as directed by the Engineer-in-charge, cost of which is deemed to be included in the rate quoted by the Agency. The structural dimension of the barricade, material and composition, its colour scheme, AAI logo and other details shall be in accordance with the design and the direction of Engineer-in-charge, for which nothing extra will be paid to the Agency. The barricading shall be provided continuously during the execution of the entire work till completion and shall not be removed at any stage without prior approval of the Engineer-in- Charge.

All barricades shall be conspicuously visible in the dark/night time by the road users so that no vehicle hits the barricade. Conspicuous shall be ensured by affixing retro reflective stripes of required size and shape at appropriate angle at the bottom and middle portion of the barricade at suitable gap. In addition, minimum one red light or red-light blinker should be placed at the top of each barricade.

Approval from the AAI's Representative shall be obtained before hoardings, fences, gates or signs are removed. Hoardings, fences, gates and signs which are to be left in position after the completion of the Works shall be repaired and repainted as instructed by the AAI's Representative.

Hoardings, barricades, gates and signs shall be maintained in clean and good order by the Contractor until the completion of the Works, whether such hoardings, fences, gates and signs have been installed by the Contractor or by others and ownership transferred to the Contractor during the Execution of the Works.

All hoardings, barricades, gates and signs installed by the Contractor shall be removed by the Contractor upon the completion of the Works, unless otherwise directed by the AAI's Representative.

Hoarding/ barricades to be reused after removing from one place to other-locations (provided they are in good condition) subject to approval issued by the AAI's Representative.

Damaged/worn-out barricades /hoardings shall be replaced by the Contractor. The AAI's Representative's decision regarding need for replacement shall be final and binding.

3.1.3 Land Development / Area Grading Works

Grading and levelling of the entire Project site area as per site plan to be finalized by EPC contractor.

Dismantling of various infrastructures at proposed project site (if any) to be done by EPC Contract in Coordination with Engineer in charge, and usable material shall be handed over to AAI.

Note: EPC contractor is expected to carry out independent validation of project site i.e Udampur Airport for assessing various site conditions in respect of Earth filling, Earth cutting and natural slope etc. before submitting bid/quote. Nothing extra other than quoted amount in respect of site variations if any shall be paid.

3.1.4 New Interim Terminal building

3.1.4.1 Civil Works

- Construction of Terminal building having approximate 2000 sqm. area (Ground floor= 2000 sqm) with puffed panel roofing, semi unitized glazing of area 570 Sqm (approx.), along with approx. 06 m wide airside road along with canopy of suitable height as per design as shown in the layout plan and 11.50 mtr wide cityside road along with canopy of suitable height as per design as per enclosed drawing. The area of building mentioned above as 2000 Sqm is indicative for tender purpose.
- Commercial facilities to be proposed as per layout plan in coordination with competent authority.

- Staff Car Parking facility of 1000.00 Sqm (approx.) (Uncovered).
- Providing of Evacuation route, emergency exits, assembly points in cityside.
- Other provisions in accordance with the National Building code (NBC).
- Demolition/relocation of structures/trees falling into proposed layout.
- Grading and levelling of areas where buildings are to be constructed
- Complete Construction of different buildings with all internal and external development works including parking, roads, pavements, open green area including horticulture landscaping etc.
- Construction of RCC Framed ESS (substation) and utility of area 450 Sqm (approx.), water supply, drainage system, Toilet block (Male and Female), Sewerage system & pumping arrangement system, as per norms and as per site conditions.
- Construction of RCC UG water tank of capacity 35000.00 ltr with water proofing, MS Steel Overhead water tank of capacity 50000.00 ltr with staging height 06-07 mtr, RCC Septic Tank of 75000.00 ltr capacity i/c water proofing with soak pits of required size, as per norms, requirement and site conditions.
- Providing of Necessary water supply in all buildings and structures to be made for proposed toilets with all accessories. For drinking water, arrangement for dispenser to be made for limited use. (02 no's of minimum 20.00 lit capacity).
- Providing & fixing of toilet fittings as per specification in all associated buildings.
- Chain-link fencing of 1020.00 m (approx.) length to segregate Airside & Cityside area of the Airport and to be provided along existing road from Kawa Gate to terminal building. The height of chain link fencing 2.40 mtr from ground level with 0.45 mtr Y shape overhang and fixing of 1020 mtr (approx..) of Concertina coil supported on barbed wire (as per CPWD specification). 04 no MS gate to be provided and fixed.
- Providing of Drinking water facility inside Carpark and water supply connection for landscaping works, GSE Area.
- Providing and fixing 04 nos Check-in Counters, 02 no Information counter, 02 nos Security Check cubical for ladies as per approved drawing, 05 no's stamping tables, 05 no's frisking pedestal, SS fender & railing as per requirement, SS bollard-20 no's, 8 no's Manual baggage Frisking tables, SS dust bins-10 no's Single, 06 no's double & 06 no's triple as per tender drawing, SS Que manager- 50 no.s.
- Recarpeting with 40 mm thick bitumen mastic of existing road from Kawa Gate to Interim Terminal building.
- Provision of 06 nos portable prefab security morchas (having minimum height of 8 ft clear height and having provision of roof) of minimum clear internal dimension of 4 ft x 4 ft along with necessary accessories as required by security persons/as approved by AAI.
- Construction of RCC culvert of length 8.00 mtr (approx.) as per design, on the drain in Airside of building.
- Semi unitized glazing on Airside and City side walls as per approved drawing and AAC block work on other two sides of terminal building. **(Glazing area to be 570.00 sqm +/- 2% & cost adjustment shall be made for the deviation beyond prescribed limits)**
- Rogid Pavement of length 500 mtr (approx.) for movement of IAF personnel along the existing road.
- Any other civil work required for smooth operation and maintenance of the airport.
- All works as mentioned in schedule -D Annexure-I

Note: The scope of work must be read in conjunction with Tender drawings, DBR, Technical Specifications.

3.1.4.2 Electrical Works

- Internal and external electrification.
- Provision of main power supply, Substation Equipment, Transformers, HT and LT Panels, APFC cum AHF panels, DG Sets for Secondary Power supply and associated ancillary buildings.
- Provision of Frameless Automatic Sliding Door at exits and entry points of Terminal building.
- Provision of Air curtain at exits and entry points of Terminal building.
- Provision of adequate illuminated Mandatory and Information Signages inside Terminal Building, Kerb area.
- Provision of water cooler with RO/ Drinking water fountains, Automatic hand dryers, Sanitary Napkin Vending machines, Sanitary napkin vending & incinerator machine, Baby diaper changing station, Baby Protection Safety Chair, etc.
- Provision of VRF/VRV & split AC.
- Provision of Online UPS with battery backup (minimum 30 min)}
- Provision of Fire Fighting, Automatic room flooding fire suppression system & Automatic addressable Fire Alarm Detection system, fire extinguishers.
- Provision of PA system.
- Provision of Lighting Protection System (LPS)
- Departure and Arrival Conveyor Belts
- Perimeter road and street lighting

3.1.4.3 IT system

- SITC of Passive and Active networking components such as OFC, UTP cabling, Firewalls, Core cum Distribution and Access switches and related accessories. Provision of Raceways, Cable Trays and conduit shall be provided for the passive cabling works by Engg-Electrical as per requirement.
- SITC of Server Room and adequate space for keeping network switches along with electrical power points and UPS.
- Supply, Installation, Testing and Commissioning of Wireless Controller, Access Points and associated equipment as per the proposed solution architecture.
- Provision of Internet, VPN bandwidth, WIFI System with WIFI services segregated for Passengers.

3.1.4.4 Airport systems

- Surveillance Close Circuit TV System (SCCTV) and provision of 50 number's of close circuit TV monitors
- Provision of 08 no's 46" Flight Information Display System (FIDS) with Display Devices.
- Telephone Exchange/ digital 01 no EPABX/IP EPABX system with provision of 20 no lines.

SCHEDULE-C **(See Clause 2.1)**

PROJECT FACILITIES

1. Project Facilities

The Contractor shall construct the Project Facilities in accordance with the provisions of this Agreement. Such Project Facilities shall include:

- (a) Establishing site laboratory with Equipment
- (b) Project Vehicle with driver: 01 nos.
- (c) Stationery
- (d) Portable Container Project site office and computer systems: As per requirement

2. Description of Project Facilities

Each of the Project Facilities is described below:

2.1 ESTABLISHING SITE LABORATORY AND TESTING OF MATERIALS

The contractor at his own cost shall set up within **30** days from the schedule date of start of work a fully furnished and adequately equipped field laboratory as per work requirement and maintain the same by providing adequate technical and upkeep staff. The minimum area of laboratory shall be 100 Sqm. The laboratory should have office space for engineers to do testing and store for storage of samples. The remaining space shall be provided for the installation of equipment, laboratory tables and cupboards, working space for carrying out tests, besides a wash basin/sink.

The contractor shall arrange necessary Testing equipment's required for conducting test for civil works shall be as per construction specifications, CPWD Specification 2019 and MoRTH shall be provided and any other testing equipment required for testing. Contractor shall also arrange necessary steel tapes, levelling instrument and total station as per requirement at the site of work.

All testing equipment's shall be with valid calibration certificate from NABL accredited agencies only and shall be calibrated from time to time from NABL accredited agencies only.

2.2 PROJECT VEHICLE: DURING CONSTRUCTION WORK

Providing 7-seater SUV (Bolero or equivalent) (not more than two-year-old model, Air Conditioned) with driver, fuel & oil etc. for site inspections/ Office work on all days of week for 24 Hrs functioning as per direction of Engineer-in-Charge. The vehicle should be either petrol or diesel driven having valid commercial permit / license including licensed driver (with mobile facility) for taking samples from work/ plant site to laboratory and movement of the officials for checking/ controlling the quality of the work inclusive of all consumables like diesel/ petrol/ fuel/ lubricants, wages of driver, including regular maintenance for upkeep of the vehicle and over time. The movement of the vehicle shall be controlled by Engineer-in-Charge. Monthly kilometres run by the vehicle will be **3500 KMs** and beyond 3500 Kms, Rs. 15.00 per kilometres will be paid extra in monthly running bills. **Rs. 3500/-** per day per vehicle shall be recovered from agency through bills on account of non-providing/ non-availability /break down of the vehicle. 01 nos. project vehicle shall be provided to Engineer-

in-Charge within 30 days of award of work. In case of any breakdown, the Contractor shall provide immediate replacement of the same. The vehicle shall operate between Udhampur - Jammu and local Udhampur/project site as per the requirement of EIC. The driver along with vehicle shall report daily at Jammu Airport or as directed by the EIC.

2.3 All stationery for day to day works & for records to be provided by EPC contractor as direction of EIC.

2.4 AAI PROJECT SITE OFFICE:

- (i) Contractor shall provide for the use of the AAI officials fully furnished & functional Air-conditioned Portable Container Site office at work site throughout the course of work and for such period of time during the defects liability period as the Authority may require. Thereafter the Contractor shall take away all the material such as office furniture & equipment etc which shall be the property of the Contractor.
- (ii) Provision of site office of approximately having total area 60 Sqm. Site office plan shall be got approved by EIC before execution of work.
- (iii) Office shall be including conference room as per requirement, office furniture's Godrej or approved equivalent make (tables, chairs, Amirah, cabinets, compactor etc. as per requirement), including all Electrical & plumbing fixtures & fittings complete as required and on direction of Engineer in charge.
- (iv) Site office shall be provided with necessary electric LED lights, fans, one drinking water cooler with water purifier system, window / split type AC, toilet and other facilities which are generally required for a site office.
- (v) Common Toilets (one for male and one for female) should be provided with European W.C. and wash basin.
- (x) The project site office shall be handed over to AAI within 1 months from the date of handing over site for site office, failing which recovery @ rate of Rs. 300000.00 (Rs. Three Lakhs) per month will be made from running bills.
- (xi) The project Site office to be established at approved location on site as per Engineer In-charge's direction. General grading and landscaping/ horticulture/ paving around the Site office to be carried out and regularly maintained.
- (xii) The contractor to arrange separate security and water of appropriate quality for domestic consumption (potable drinking water in Pantry/ kitchen and raw water for other domestic usage and flushing in toilet etc).
- (xiii) The contractor shall provide and maintain the office and do the following on regular basis throughout but not limited to
 - a) Carry out necessary repairs to office and equipment as and when required
 - b) Day to Day cleaning, maintenance and watch & Ward etc
 - c) Provide all office consumables including photocopies & plotting paper, stationary.
- (xiv) The contractor shall also provide the following furniture & equipment (min)
 - a) Office Furniture (Executive & visitors Chairs, Tables, Sofa, Storages, Workstations, Conference table/ chairs etc) – as per approved Site office plan.

- b) First Aid Kit
- c) Adequate Safety Helmets, Boots, Harness/ PPEs for AAI staff and visitors (colour coded for clear distinction).
- d) Provide New Computer systems of latest configuration & software including AutoCad (Desk top 02 nos and laptop 2 nos) with UPS, Printers (B/W printer 2nos A4 size & Colour printer 1 no. up to A3 size), High Speed Scanners (2nos.), photocopy A3 size min. & Scanning facility with necessary cartridges necessary accessories etc.
- e) Model/Make/Specification shall be as per the requirement of EIC.
- f) Necessary Pantry equipment for cooking/ heating & storing food
- g) Necessary security, firefighting & housekeeping equipment.
- h) High Speed Internet Connection/Wi-Fi maybe provided for day-to-day functioning
- i) Site office shall be provided with necessary electric LED lights, fans, one drinking water cooler with water purifier system, window / split type AC, toilet and other facilities which are generally required for a site office.
- j) Common Toilets (one for male and one for female) should be provided with European W.C. and wash basin.
- k) The Site office may remain open for 24 hours a day and 7days a week i.e. round the clock till DLP completion.

SCHEDULE – D
(See Clause 2.1)

SPECIFICATIONS AND STANDARDS

1. The Contractor shall comply with the Specifications and Standards set forth in Annex- I of this Schedule-D for construction of the Project. It shall be the responsibility of bidder to carry out the Geo-Technical investigation at his own cost as per relevant IS code.

| Sr. No | Description | Schedule | Annexure |
|--------|---|-------------|---------------------|
| 1. | General Conditions for Planning & Design | Schedule -D | Annex I (Part-I) |
| 2. | Design Standards | Schedule -D | Annex I (Part-II) |
| 3. | FACILITY MATRIX | Schedule D | Annex I (Part-III) |
| 4. | Construction Specifications | Schedule -D | Annex I (Part-IV) |
| 5. | List of Preferred makes | Schedule -D | Annex I (Part-V) |
| 6. | List of specialized items to be executed through specialized agencies | Schedule -D | Annex I (Part-VI) |
| 7. | Compliance to environmental laws | Schedule -D | Annex I (Part-VIII) |
| 8. | Compliance to Safety & Health Manual | Schedule -D | Annex I (Part-IX) |
| 9. | Role & Responsibilities of AAI | Schedule -D | Annex I (Part-X) |
| 10. | Employment of Technical Staff and employees | Schedule -D | Annex I(Part-XI) |
| 11. | Manufacture, Installation and Testing | Schedule -D | Annex I (Part-XII) |
| 12. | Operation and Maintenance Manual | Schedule -D | Annex I (Part-XIII) |
| 13. | Soil investigation report (For reference only) | Schedule -D | Annex I (Part-XIV) |

2. The different parts of Annex I are complimentary to each other. Absence of any terms in particular part and stipulated in other part do not absolve to their responsibility and same has similar effect to have in that particular part.

SCHEDULE – D: Annex I (Part-I)

1. General Conditions for Planning & Design:

- i) The contractor shall develop a proper logic, sequence of design development compliance with codes and life safety, multiple trade design coordination efforts using software, adherence to budget and quality, coordination with other service providers and accommodation of works requirements and social factors.
- ii) Contractor shall engage a design team for undertaking the various design stages including vetting by IITs/ NITs. After vetting of structure Drawing, all the Good for construction drawings shall be got duly proof checked and approved by the structure consultant. The Design team / Consultant shall be associated till completion of the project and defects liability period.
- iii) In case of non-availability of in-house capabilities in consultancy for any specialized component of Engineering services i.e. Architectural, Interiors, Structural design, MEP services, Airport systems, IT & CCTV and landscape, the Contractor will submit intention to engage associate sub consultant/ firms having domain specific specialization and submit the MOU/agreement with such specialized firms at bid stage.
- iv) In case the proposed associate sub consultant/firms does not meet the requirement, the agency shall propose another eligible /capable consultant meeting the requirements immediately upon receipt of such directions from Engineer-in-Charge and no hindrance shall be available to them on this account.

SCHEDULE – D: Annex I (Part-II)

Design Standards

1.1 Introduction

- a) The Authority's Requirements – Design, specify the procedural requirements for preparation of design of the Permanent Works.
- b) In addition to the express requirements herein, the Contractor shall, whenever the Engineer so requests, provide information and participate in discussions that relate to design matters.
- c) The Contractor shall engage Designers who shall undertake and prepare the design of the Permanent Works and Temporary Works.
- d) The Contractor shall submit his Quality Assurance Plan for design required under the Contract.
- e) The Contractor shall deploy suitable design personnel with sufficient experience for the assignment. The lead design personnel shall be post graduate with at least 15 years of experience in the respective design field. Design personnel who have worked in the aviation field shall be preferred. Similarly agency shall deploy Design personnel at least one each for airfield lighting and power supply system design having qualification degree in Engineering with at least 10 year experience in respective field. Design personnel shall be supported by adequate number of staff, necessary software and computers. The Contractor shall get prior approval for principle design personnel from the Authority/Engineer.

1.2 Requirement during Design Phase

The principal requirements of the Design Phase are production of the Preliminary Design, the Definitive Design and the Construction Reference Drawings.

a) Preliminary Design

The Preliminary Design shall be submitted by the Contractor, for Authority/Engineer approval, within 20 days of commencement of work.

- (i) The Contractor's design at the stage of tenders developed sufficiently to define the main structural elements and associated, E& M installations as per scope of work.
- (ii) General construction methods and documentation needed to develop the Definitive Design.

Any request for approval of preliminary design shall be responded by the Authority/Engineer within 10 days of submission of the design by the Contractor.

b) Definitive Design

Definitive Design shall be submitted by the Contractor within 20 days of approval of the Preliminary Design by the Authority/Engineer and shall accord with and incorporate the Contractor's Technical Proposals and shall be the design developed to the stage at which all elements of the structures and associated E& M installations are fully defined and specified and in particular:

- (i) Calculation and analysis are complete along with quantities.
- (ii) All main and all other significant elements are described and broadly designed.
- (iii) All tests and trials and all selection of materials and equipment are complete
- (iv) Shall take full account of effect on the Permanent Works of proposed methods of construction and any other temporary Works.
- (v) During the preparation of the Definitive Design the Contractors shall complete all geotechnical investigations, surveys investigations and testing necessary to complete the design of the Permanent Works.
- (vi) The Contractor shall sub divide the proposed Definitive Design into suitable Design Packages (of different components/parts) to be submitted in advance of the Definitive Design Submission and to be identified in the Design Submission Program. The Design Packages are to relate to the significant and clearly identifiable parts of the proposed Definitive Design and shall address the design requirements as described herein. The Design Packages shall facilitate the review and understanding of the Definitive Design as a whole and shall be produced and submitted in an orderly sequential and progressive manner.
- (vii) Upon issue of the Notice in respect of the Definitive Design submission the Contractor shall complete the design in all respect and produce the Construction Reference Drawings, the purpose of which is to illustrate all Permanent Works and to have all drawings governing construction.
- (viii) Construction Reference Drawings shall fully detail construction of the elements covered by the Definitive Design and shall show in full the works to be constructed.
- (ix) The Construction Reference Drawings submitted by the Contractor shall be accompanied by certificate of conformity to the AAI Specifications, standards and codes duly approved by the Authority/Engineer.

Any request for approval of definitive design shall be responded by the Authority/Engineer within 10 days of submission of the design by the Contractor.

1.3 Requirement during Construction/fabrication Phase

- a) The principal requirements relating to design during the Construction Phase are the production of Working Drawings, preparation of technical submissions along with the make of Civil, E & M items proposed as required under the Contract for the approval of Authority, Compilation of Final Design and production of as Built drawings.
- b) Working Drawings shall be prepared as required under the Contract. They shall be endorsed by the Contractor as being in accordance with the Construction Reference Drawings.
- c) The Contractor shall endorse the submission required that all effects of design, on design of adjacent or other parts of the work have been fully taken into account in the design of these parts.
- d) The Final Design is the design of the Permanent Works embodied in :

- (i) Latest revision of the documents comprised in the Definitive Design, taking account of comments in the schedules appended to Notices of No Objection.
 - (ii) Latest revisions of the Construction Reference Drawings.
 - (iii) Calculations herein; and
 - (iv) Such other documents as may be submitted by the Contractor at the request of the Engineer to illustrate and describe the Permanent Works and for which a Notice has been issued.
- e) The Contractor shall maintain all records necessary for the preparation of the As-Built Drawing (Completion Drawing), Upon completion of the Works or at such time as agreed to or required by the Engineer, the Contractor shall prepare drawings which, subject to the Engineer's agreement, shall become the completion Drawings. All such drawings shall be endorsed by the Contractor as true records of the constructed Permanent Works and of all temporary works that are to remain on the site.

1.4 Design Submission

1.4.1 Preliminary Design Submission

General: The preliminary design shall provide initial design documents for review and shall be sufficiently detailed to show the elements of design and documents required for preparation of the definitive design. It shall also include:

- a) Quality assurance plan for design
- b) Review of the outline design criteria
- c) Review of GAD supplied by Authority & their adaptability at site
- d) Preliminary off-site and on-site testing recommendation
- e) Submission of specifications proposed for the work, over and above those contained in tender document.
- f) Identification of design codes and standards
- g) CAD procedures.
- h) Review of contours, sub soil conditions etc.
- i) Preliminary construction methodology
- j) Design submission program (update)
- k) Proposed site surveys and other field surveys
- l) Review of quantities with their cost
- m) Submission of preliminary drawings on approved master plan with cable routes (Power supply, etc.), E&M equipment's installation locations etc. as required.

1.4.2 Definitive Design Submission

(A) General:

The Definitive Design Submission shall be a coherent and complete set of documents properly consolidated and indexed and shall fully describe the proposed Definitive Design. In particulars and where appropriate, it shall define:

- i. The dimensions of all major features of Terminal Buildings, ESS Building, Boundary Walls, Fire Station, E & M installations etc.
- ii. All materials.
- iii. All calculation; refer section 1.10
- iv. Potential forces and moments due to all airport operations, its subsequent effect and measures adopted in the design to contain any and all adverse effects.
- v. All secondary effects.
- vi. Layout and typical details of reinforcement in structural concrete members and E & M system.
- vii. Location and nature of all relevant joints and connections and details thereof.
- viii. Standard details.
- ix. Temporary Bench Marks (TBM) details and erection methods.
- x. Location, geometry and setting-out of all main elements and features.
- xi. Provisions and proposals for construction interfacing with Interfacing Agencies.
- xii. Utilities to be diverted / supported.
- xiii. Traffic or other civic service affected.
- xiv. All E&M design shall be in accordance with approved civil design, dimensions of all major features of Terminal Buildings, ESS Building, Boundary Walls, Fire station etc.

(B) Drawings

The Definitive Design Submission shall include drawings that shall illustrate the proposed Definitive Design and in particular shall include, without limitation;

- (i) General arrangements.
- (ii) Slopes of embankment and cutting.
- (iii) Access roads and temporary road works, if any.
- (iv) Structural and surface drainage.
- (v) Layouts and details of structural elements
- (vi) Elevations and perspectives landscaping
- (vii) Enclosures for electric plant room such as UPS, DG set etc. for service building
- (viii) Uncharted / Invisible utilities requiring relocation.
- (ix) Detailed drawings for all E&M installations in line with preliminary approved civil drawings.
- (x) Details about electrical substation such as HT Panel, transformer, UPS, DG set etc
- (xi) Layout, installation details & clearance for all E & M system as per scope of work.

(C) Documents

Design Manual

The Design Manual shall incorporate all design requirements, standards, codes, loading cases, permissible movements and deflections, limit states, design stresses and strains, material properties and all other documents or matters which are relevant to and govern the design. The Design Manual shall refer to all materials, codes and standards used, making clear their specific applications. The Design Manual shall be produced so that it can be used by those involved in the preparation or review of the

design of the Permanent Works as a comprehensive reference text and efficient working document.

Testing and Commissioning Report

Details of proposals for testing and commissioning procedures for all relevant elements and equipment contained in the Permanent Works.

Maintenance Report

A report updating the Statement of Maintainability in the Contractor's Technical Proposals and detailing maintenance practices necessary for ensuring satisfactory performance during stipulated service life.

(D) Supporting Documents

The Definitive Design Submission shall be accompanied by the following documents, which shall be considered by the Engineer in his review of the Definitive Design Submission, wherever relevant or required, these documents shall be accompanied by a design note stating clearly how information has been used in the design of the Permanent Works

I. Geotechnical Interpretative Report

A report having site investigation results covering geotechnical interpretation of site investigation work including those undertaken by the Contractor in Sufficient detail to confirm and justify parameters used in the design of Earthwork and geotechnical designs. The report shall include full logs and descriptions of confirmatory boreholes drilled by the Contractor.

II. Survey Report

A report on all survey work undertaken by the Contractor, including checks on mapping, survey stations, co-ordinates and setting-out, Updated topographical and survey drawings shall also be included.

III. Utilities Report

A report giving details of arrangements, working methods in respect of utilities, including protection measures, diversions, reinstatements and program allowances.

IV. Temporary Works Design Report

A report which provides sufficient information on the design of Temporary Works to allow the Engineer to assess their effect on the Permanent Works and to enable these to be taken into account in the review of the Definitive Design.

V. Construction Report

A report containing stage by stage construction sequence for all structures.

VI. Construction Method Statement

A report which provides sufficient information on the methods of construction and Contractor's Equipment to allow the Engineer to assess their effects on the Permanent Works and to enable these to be taken into account in the review of the Definitive Design.

VII. Programme Review

- The Contractor shall, prior to submitting the Definitive Design Submission, review the Project Schedule against the current version of the Design Submission Program.
- In the event, the Contractor considers that there are any discrepancies or inconsistencies between the Design Submission Program and the Project Schedule, the Contractor shall submit with the Definitive Design Submission its proposed revisions to the Project Schedule such that the discrepancies or inconsistencies are removed.
- The Contractor shall provide details of submissions of the proposed Working Drawings and their anticipated timing during the Construction Phase and shall identify information required from or actions to be undertaken by the Authority or others which are necessary to permit the completion of the design of the Permanent Works and the working Drawings. Desired Dates for the receipt required by the Contractor of such information or for the completion of such actions shall be included with appropriate justification.

VIII. Report on the Use of Works Areas

A report updating the proposals from those contained in the Contractor's Technical Proposals for the use of Works Areas and their reinstatements, detailing the station accesses and accesses facilities.

1.5 Construction Reference Drawing Submission

- a) The Construction Reference Drawings for phase work during construction shall be derived directly from the Definitive Design and shall details and illustrate in full the Permanent Works, These Drawings shall form part of the Working Drawings to be used for construction purposes.
- b) Prior to any Construction Reference Drawings Submission, the Contractor shall prepare a full list of such Drawings in order to demonstrate, to the satisfaction of the Engineer, that these Drawings shall be sufficient in extent to cover the construction of the whole of the Permanent Works.
- c) Unless otherwise required by the Engineer, the Construction Reference Drawings for phase works need not include bar bending schedules, bar reference drawings, fabrication or shop drawings as well as other schedules or erection drawings which are to be provided by the Contractor during the Construction Phase.

1.6 Construction Phase

On the issue of a Notice in respect of the Construction Reference Drawing, the Contractor shall produce the proposed working drawings. These shall either be identical to the

Construction Reference Drawing or shall be further drawings developed in accordance with the Construction Reference Drawings such as site sketches, bar bending schedules, bar reference drawings, fabrication and shop drawings, construction erection sequences and the like. All such drawings shall comply with the requirements of the Contract.

- a) Prior to submission of the proposed Working Drawings, the Contractor shall endorse appropriate original paper drawings as "Good for Construction". If the Engineer so required, the endorsed original shall be submitted to the Engineer who shall, if he has no objection to the contents of the submission, further endorse the original by stating that he has no objection to the proposed Working Drawings. On the endorsement by the Engineer, the original shall forthwith be returned to the Contractor as the Working Drawings.
- b) Only the Working Drawings endorsed as in above or those that the Engineer has expressly stated as not requiring his endorsement shall be issued to the Site. The Construction of the Works shall be strictly in accordance with these Working Drawings.
- c) The Contractor shall finalize details of the proposed method of construction and submit such finalized details to the Engineer for review. The proposed method shall have no adverse effects on the partially completed Permanent Works.
- d) The Contractor shall undertake and submit a stage by stage construction sequence and the effect of any Temporary Works and the Contractors Equipment's on the Permanent Works. This analysis shall be in sufficient detail to demonstrate that the Contractor's proposals are safe and have no adverse effects upon any parts of the Permanent works.
- e) Completion Drawings, endorsed by the Contractor shall be submitted to the Engineer-in-Charge.

1.7 Review Procedures

- a) Submissions of Design Data shall be made and reviewed by the Engineer. The form and details of their view shall be as determined by the Engineer and shall not release or remove the Contractor's responsibility for the design under the contract.
- b) The issue of a Notice shall be without prejudice to the issue of any future Notices.
- c) The Contractor shall, prior to the submission of the Design Data, obtain all required and/ or statutory approvals that relate to that submission including, where appropriate, the approval of the Concerned Government Authorities and utility undertakings, and demonstrate that all required approvals have been obtained.
- d) All submissions shall be accompanied by two original sets of Design Certificate as set out in the Attachment D1 hereto (1.12) and the same shall be signed by the Contractor and the Designer.

1.8 Design Submission Programme

- a) The Contractor shall prepare the Design Submission Program which is to set out fully the Contractors anticipated program for the preparation, submission and review of the Design Packages, the Definitive Design Submission for the issue of Notices in relation thereto.
- b) The Design Submission Program shall:
 - (i) Be consistent with and its principal features integrated into the Construction Program and show all relevant Key Dates.

- (ii) Identify dates and subjects by which the Engineers decisions shall be made.
 - (iii) Make adequate allowance for periods of time for review by the Engineer and other review bodies.
 - (iv) Make adequate allowance for the design and development of specialist works.
 - (v) Include a schedule identifying, describing, cross-referencing and explaining the Design Packages into which the Contractor intends to divide the Definitive Design and Construction Reference Drawings; and
 - (vi) Indicate the Design interface.
- c) The Contractor shall submit the Design Submission Program to the Engineer within fifteen (15) days of the date of Notice to Proceed, and thereafter up dated versions thereof at intervals of not more than one (1) month throughout the Design Phase.

1.9 Programme for Submission during the Construction Phase

In accordance with the Authority's Requirements – General, the Contractor shall identify submissions required during the Construction Phase.

1.10 Calculations

- a) Unless otherwise required by the Engineer, calculations relevant to the Definitive Design and Construction Reference Drawings shall be submitted for review to the Engineer. The Engineer may require submission of applicable software including in-house software programs/worksheets computer input and program logic prior to acceptance of the computer output.
- b) The Contractor shall prepare and submit a comprehensive set of calculations for the Definitive Design in a form acceptable to the Engineer. Should the Design of the Permanent Works be revised thereafter and such revision renders the calculations as submitted obsolete or inaccurate, the Contractor shall prepare and submit the revised calculations.
- c) Similarly, the Contractor shall submit such further calculations as have been prepared in connection with the phase working.
- d) Calculations to be included as part of the submission herein shall comprise the up-to-date calculations in respect of the Definitive Design, the phase work Drawings and such further calculations which the Contractor has prepared during the production of Working Drawings.
- e) The Contractor shall submit all calculations necessary to support proposals relating to the construction methods.

1.11 Document Requirements

- a) Drawings shall be prepared generally to A1 size, but to ISO A0 size where ever appropriate.
- b) The Contractor shall submit 6 copies of his design and/or drawings for review by the Engineer. After receipt of "NO Objection" from the Engineer's Representative, the Contractor shall submit 6 copies of design and/or drawing for the use of the Engineer.
- c) The submission of drawings may be by CAD Media files and specifies the drawings submission requirements for CAD Media files.

1.12 Attachment D1

DESIGN CERTIFICATE

- 1) This Design Certificate refers to Submission Number _____ which comprises : (*Design Package Number _____ /the Definitive Design Submission/ Construction Reference Drawings Submission Number _____ / Technical Submission Number _____) in respect of:

(Description of the Permanent Works to which the submission refers)

The contents of this submission are schedules in Section A below:

The documents scheduled in Section B below, for which a Notice of No Objection has been issued are of relevance to this submission.

DESIGNER'S STATEMENT

We Certify that:

- 2) The design of the Permanent Works, as illustrated and described in the documents scheduled in Section A below, complies with the Authority's Requirements and ... *[see note 1 below]*
 - a) The outline designs, design briefs and performance specification of those elements of the Permanent Works as illustrated and described in the documents schedules in Section A below comply with the Authority's Requirements and *[See note 1 below]*

OR (in the case of a submission of documents that do not strictly comply with previous documents for which a Notice of No Objection has been received):

- b) The design of the Permanent Works, as illustrated and described in the documents scheduled in Section A below, complies with the Authority's Requirements and --- [See note 1 below] except in the following respects :

(i) _____ (to be completed by Contractor /
Designers)

(ii) _____ (etc.)

- c) An in-house check has been undertaken and completed to confirm the completeness., adequacy and validity of the design of the Permanent Works as illustrated and described in the documents schedules in Section A:

All necessary and required approvals relating to the design of the Permanent Works, as illustrated and described in the documents scheduled in Section A, have been obtained and copies of such approvals are annexed in Section C below:

AND (in the case of a submission covering a part of the Permanent Works only)

- d) All effects of the design comprising the submission on the designing of adjacent or other parts of the Works have been fully taken into account in the design of those parts.

Signed by "Authorized Representative"

(For Designer)

Name

Positions / Designation

Date

CONTRACTORS CERTIFICATION

This Certifies that all designs have been performed utilizing the skill and care to be expected of a professionally qualified and competent designer, experienced in work of similar nature and scope. This further certifies that all works relating to the preparation review, checking and certification of designs have been verified by us.

Signed by "Authorized Representative

(for Contractor)

Name

Position / Designation

Date

NOTE 1

The Contractor shall insert one of the following, as applicable:

- (i) The Contractor's Technical Proposals
- (ii) The Contractor's Technical Proposals and Design Packages Numbers _____
For which a Notice of No objection has been issued
- (iii) Design Packages Numbers ----- for which a Notice of No objection has been issued if
such Design Packages develop and amplify the Contractor's Technical Proposals.
- (iv) The Definitive Design

Section A

Submission Number _____comprise the following:

Drawings: (Title, drawings number and revision)

Documents: (Title, reference number and revision)

Others:

Section B

Documents for which a Notice of No Objection has been issued and which are of relevance to this Submission Number _____

Document

Submitted with

(*Design Package Number _____/) The Contractor is required to

The Definitive Design Submission Number _____/) provide this information in Phase work Drawings Submission Number _____/) respect of each document in Technical Submission Number _____/) Section B

Date of issue of Notice of No objection)

(* Delete as appropriate)

Section C

(Contractor to attach copies of necessary and required approvals)

SCHEDULE –D: ANNEXURE -1 (Part –III)
FACILITY MATRIX
FACILITY MATRIX & FINISHING SCHEDULE

1. The details mentioned in tender drawings are tentative. In case of contradiction of the below schedule with details mentioned in tender drawings, the below schedule will prevail unless a different intention appears.
2. Bidder shall execute the work as per below schedule along with scope of work, tender specifications, Design basis report, conditions of contract etc. and approved detailed design.
3. The preference of specifications to be followed as per below table is in the sequence it is mentioned against each item.

Facility Matrix & Finishing Schedule for Civil Works

| S. No. | Description/ Item | Specification |
|----------|--|--|
| A | TERMINAL BUILDING | As per concept Drawing (to be prepared by the contractor and approved by Engineer In charge), NBC norms, Tender's technical specifications, CPWD specification, MORTH specifications, design and Manufacturer specification as applicable |
| 1 | Foundation | |
| i) | Pre-construction Anti-termite treatment | -----do----- |
| ii) | Earth works/Cement concrete, Plinth Protection | -----do----- |
| iii) | Cast - in- situ RCC with BMC/RMC | -----do----- |
| 2 | Super structure | |
| i) | Pre-Engineered / Pre-Fabricated Steel structure with MS channels, ISMB, MS plates, MS Pipes etc. with fire retardant paint as required or as directed by Engineer-In-Charge. | -----do----- |
| ii) | <u>Internal wall</u> – Brick/AAC masonry wall as required/as per approved drawings | -----do----- |
| iii) | <u>External Wall</u> – Semi unitized Glazing on Airside and City side and AAC block work on other two side of terminal building. | As per tenders technical specification. |
| iv) | <u>Demountable partition</u> – Double skinned pre-laminated particle board partition in GI framework | -----do----- |
| 3 | Flooring/Skirting/Dado | |
| i) | <u>Public concourse / Check-in area / Arrival / Security hold / Baggage claim</u> – 15 mm thick (min) Full Body Vitrified tiles (Double charged) of size 600 x 1200 mm– of approved colour and shade. Skirting - same as flooring | -----do----- |

| S. No. | Description/ Item | Specification |
|----------|--|---------------|
| ii) | <u>Office areas / Airlines offices/ Restaurant area etc. –</u> 9.50 mm thick (min) Full Body Vitrified tiles (Double charged) of size 600 x 600 mm – of approved colour and shade. Skirting - same as flooring | -----do----- |
| iii) | <u>VIP room/reserved lounge (flooring & skirting) –</u> 15 mm thick (min) Full Body Vitrified tiles (Double charged) of size 600 x 1200 mm– of approved colour and shade. Skirting - same as flooring | -----do----- |
| iv) | <u>Switch Room, Battery room–</u> IPS with ironite flooring Skirting – Cement Plaster with finishing coat of wet cement | -----do----- |
| v) | <u>Server room/ control rooms –</u> Raised/False Access Flooring Skirting - same as flooring | -----do----- |
| vi) | <u>Kerb Area (flooring & skirting) –</u> 15 mm thick (min) Full Body anti-skid Vitrified tiles (Double charged) of size 600 x 1200 mm– of approved colour and shade. Skirting - same as flooring | -----do----- |
| vii) | <u>Toilets –</u> 9.50 mm thick (min) 600 mm x 600 mm anti-skid vitrified tiles with spacer and epoxy grout of approved shade and design. Dado - vitrified tiles on walls as dado up to false ceiling height. Size, colour, shade, pattern shall be approved by Engineer-In-charge. All Toilets to have proper slope. Highlighter wall tiles as per design to also be provided. | -----do----- |
| 4 | Counter Top | |
| i) | <u>Passenger area toilets –</u> Washbasin countertop i/c wash basin: 18 mm thick gang saw cut, mirror polished, premoulded and repolished, machine cut Granite Stone counter in as per approved shade. Countertop mirrors: Mirror 200 mm above counters to be provided continuous throughout the washbasin of height 1200mm or as approved by Engineer-in-charge. | -----do----- |
| iii) | <u>Countertop in Kitchen/pantry –</u> 18 mm thick gang saw cut, mirror polished, premoulded and repolished, machine cut Granite Stone counter in as per approved shade including Stainless Steel (304 grade) kitchen sink as per approved drawing. | -----do----- |

| S. No. | Description/ Item | Specification |
|----------|--|---------------|
| 5 | Doors | |
| i) | <u>Arrival/ departure concourse</u> – Frameless 12mm toughened glass Doors with all associated SS patch fittings such as handles, Locks, floor springs, pivots etc. required for operation of door. (Frosting in pattern as per requirement and approval of Engineer-In-charge) | -----do----- |
| ii) | <u>Ticketing counters/ terminal managers/airlines counter/ passenger area, VIP lounge, Offices</u> – Frameless 12mm toughened glass door with all associated SS patch fittings such as handles, Locks, floor springs, pivots etc. required for operation of door. (Frosting in pattern as per requirement and approval of Engineer-In-charge) | -----do----- |
| iii) | <u>Airside Store/ Loaders Room & Toilet on Airside</u> – Aluminium Frame door with 12mm thick pre laminated particle board including all door hardwares like Handles, Stopper, Tower bolt, Cylinder/Mortise Lock system etc. as per approval and direction of Engineer in charge. | -----do----- |
| iv) | <u>PH Toilet</u> – Sliding Aluminium Frame door with 12mm thick pre laminated particle board including rail and all door hardwares like Handles, Stopper, Tower bolt, Cylinder/Mortise Lock system, SS Grab Bars etc. complete as per approval and direction of Engineer-In Charge | -----do----- |
| v) | <u>Electric panel room /Switch Room/ AHU/Electrical Shaft-</u> 2-Hour's fire rated Steel door as per NBC/Regulatory Norms. | -----do----- |
| vi) | <u>Other passenger area rooms</u> – Frameless 12mm toughened glass door with all associated SS patch fittings such as handles, Locks, floor springs, pivots etc. required for operation of door. (Frosting in pattern as per requirement and approval of Engineer-In-charge) | -----do----- |
| 6 | Roofing | |
| i) | <u>Terminal Building Roof-</u> Puffed panel roofing over M.S. Structure. | -----do----- |
| ii) | All exposed areas ceiling including gable ends of the terminal building shall be provided with ACP Ceiling using Aluminium/MS frame as per design to withstand the wind pressure. | -----do----- |
| iii) | <u>Gutter</u> Aluminium insulated gutter supported on MS Frame as per design | -----do----- |

| S. No. | Description/ Item | Specification |
|-----------|---|---------------|
| iv) | <u>Rainwater Spout & Pipe-</u> PVC Structural Pipe | -----do----- |
| 7 | False Ceiling | |
| i) | <u>In Passenger Area -</u> Perforated Metal False Ceiling tiles as per design and specification with easy access trap door as per requirement. | -----do----- |
| ii) | <u>Office Areas, service Rooms, stores, reestaurants-</u> 15 mm thick densified tegular edged eco-friendly light weight calcium silicate false ceiling tiles of approved texture | -----do----- |
| iii) | <u>VIP/Reserved Lounge rooms -</u> Decorative type Gypsum Board/MDF False Ceiling as approved by Engineer-in-charge. | -----do----- |
| iv) | <u>Toilet, Child Care Room-</u> Perforated Metal False Ceiling tiles as per design and specification. | -----do----- |
| 8 | Cladding | |
| i) | <u>Columns-</u> 4mm thick Aluminium Composite Panels (ACP)-FR grade, in proper design as approved by EIC | -----do----- |
| ii) | <u>Any other exposed area</u> as per approved drawings or as per requirement of Engineer-In-charge - 4mm thick Aluminium Composite Panels (ACP)-FR grade. | -----do----- |
| 9 | External Structural Glazing - | |
| i) | <u>Air side & City side-</u> semi (grid) unitized system of structural glazing with DGU/IGU comprising of hermetically-sealed 6-12-6 mm insulated glass (double glazed) vision panel units | -----do----- |
| ii) | <u>Gable Ends-</u> AAC block masonry works as per approved Drawing & as approved by Engineer-In-charge | -----do----- |
| 10 | Finishing: | |
| i) | <u>Internal wall Finish –</u> lightweight Gypsum plaster with acrylic/Plastic Emulsion Paint | -----do----- |
| ii) | <u>External Wall Finish-</u> Cement plaster with texture finish acrylic paint | -----do----- |
| 11 | Toilets Cubical and modesty panel | |
| i) | <u>Passenger Toilets (Gents/Ladies), Childcare room, office area toilets –</u> Compact Laminate Toilets Cubical and modesty panel. | -----do----- |
| 12 | Other Items | |

| S. No. | Description/ Item | Specification |
|--------|---|---------------|
| i) | <u>Check-in-Counters/ Information Counter/Boarding Gate Counters/ Boarding pass Stamping Table/ Frisking Pedestal/ Female frisking booth with curtains/ Manual baggage check-table, Airline counter etc.-</u> Counters built in with combination of Granite/Solid Acrylic polymer and laminates/Aluminum Section with prelaminated novapan board, of approved shade and colour or as per approval of Engineer-In-Charge. | -----do----- |
| ii) | <u>Glass partition and Glass doors</u> at required locations as per approved design/architectural drawings and instruction of Engineer-In-Charge i/c all necessary fittings required. | -----do----- |
| iii) | <u>Tile Adhesive/ Solid epoxy grout</u> | -----do----- |
| iv) | <u>Sanitary Fixtures</u> – <ul style="list-style-type: none"> • All toilet fixtures to be in White/off white colour. • All urinals to be half stall • All EWC Seats to be wall hung. • All IWC seats to be of standard size All fixtures to design, shape colour to be approved by Engg-in-charge | -----do----- |
| v) | <u>Sanitary fittings</u> – All exposed fitting in toilets to be chrome plated Brass as approved by Engineer-In Charge | -----do----- |
| vi) | Combined unit of tissue paper dispenser, , soap dispenser, hand dryer and dustbin as approved by Engineer-In Charge | -----do----- |
| vii) | <u>Railing in staircase or any passenger area as desired by Engineer-In-charge</u> - S.S. 304 grade (min) brush finished railing with toughened glass infill of appropriate thickness of min 10 mm. | -----do----- |
| viii) | <u>Railing in Ramps or other area like area segregation</u> (location as desired by Engineer-In-charge) - S.S. 304 grade (min) brush finished railing | -----do----- |
| ix) | <u>Trolley fender-</u> S.S. 316 grade brush finished trolley fender throughout the length along glazed area and around columns | -----do----- |
| x) | <u>SS Dustbins, SS bollard, SS Que manager</u> – | -----do----- |
| xi) | <u>Wall Putty</u> | -----do----- |
| xii) | <u>Fire Proofing-</u> Fire protective coating with intumescent paint for two hours fire rating & top finish with PU paint. | -----do----- |

| S. No. | Description/ Item | Specification |
|---|---|--|
| xiii) | <u>Plumbing works</u> a) External - G.I. Pipe b) Internal - CPVC pipe c) Sewage/Drainage pipe - PVC Structural Pipe All pipes are to be of adequate size as per design | -----do----- |
| xiv) | <u>Liquid Soap Dispenser / SS Grab Bar</u> – SS Grade - 304 | -----do----- |
| xv) | <u>Tactile Path</u> - SS 316 grade Tactile path to be provided as per Drawing. | -----do----- |
| xvi) | <u>VIP/ Reserved Lounge furnishing:</u> Decorative Wallpaper/Paint as per design approved by Engineer-In charge | -----do----- |
| xvii) | <u>Pantry/Kitchen furnishing:</u> <ul style="list-style-type: none"> Cabinets Cooking Platform Built in cupboard with shutters of 18mm thick pre-laminated decorative particle board below cooking platform 25mm thick and not more than 400mm wide pre-laminated non-decorative particle board/plywood shelves in tiers up to 210mm height or as overhead unit of equivalent area, covered with pre-laminated decorative particle board shutters along one wall | -----do----- |
| xviii) All windows/ventilators (fixed/openable) at all locations including interim terminal building, ESS building etc to be toughened glazed UPVC windows with provision of SS mosquito net. The shape and size to be as per design as approved by EIC. Approximate 15% (subject to variation of +/- 5%) of exposed wall areas may be considered for provisioning fixed/openable windows for tender purpose. | | |
| | | |
| B. | Electrical Substation (as per approved Plan) (RCC Framed Structure) | As per Concept Drawing (to be prepared by the contractor and approved by Engineer In charge), NBC norms, technical specification, CPWD specification, MORTH specifications, design and Manufacturer specification as applicable |
| 1 | Foundation | |
| i) | Pre-construction Anti-termite treatment | -----do----- |
| ii) | Earth works/Cement concrete, Plinth Protection | -----do----- |
| iii) | Cast-in-situ RCC with BMC/RMC | -----do----- |
| 2 | Super structure | |
| i) | Cast - in- situ RCC with BMC/RMC | -----do----- |
| ii) | <u>Internal wall / Finish</u> - Brick / AAC (Autoclaved Aerated Concrete) Block wall with Oil bound distemper | -----do----- |
| iii) | <u>External Wall/Finish</u> - Brick/AAC (Autoclaved Aerated Concrete) block wall with acrylic exterior paint | -----do----- |

| S. No. | Description/ Item | Specification |
|----------|---|---|
| 3 | Doors | |
| i) | Aluminium Frame door with 12mm thick pre-laminated particle board & 6 mm thick clear glass including all door hardware's like SS Handles, SS Stopper, SS Tower bolt, Cylinder/Mortise Lock system etc. as per direction of Engineer-In Charge | -----do----- |
| ii) | Electric panel room /Electrical Shaft-Steel Fire resistance door | -----do----- |
| iii) | Steel door/ MS rolling shutter | -----do----- |
| 4 | False Ceiling | |
| i) | Office Areas, Toilet: 15 mm thick densified tegular edged eco-friendly light weight calcium silicate false ceiling tiles of approved texture | -----do----- |
| 5 | Flooring/Skirting/Dado | |
| i) | Office area | |
| | 9.50 mm thick (min) Full Body Vitrified tiles (Double charged) of size 600 x 600 mm – of approved colour and shade. Skirting: 150mm high same as flooring | -----do----- |
| ii) | Sub-station(flooring & skirting) – 25 mm thick Kota Stone flooring | -----do----- |
| iii) | Kitchen platform/ Wash basin counter – 18 mm thick gang saw cut, mirror polished, pre-moulded and Re-polished, machine cut Granite Stone counter in as per approved shade including Stainless Steel (304 grade) kitchen sink as per approved drawing. | -----do----- |
| iv) | Plinth Protection | -----do----- |
| v) | Toilets – 10 mm thick (min) 600 mm x 600 mm anti-skid vitrified tiles with spacer and epoxy grout of approved shade and design. Vitreous tiles in 300x300mm tiles on walls as dado up-to false ceiling height. Colour, shade, pattern shall be approved by Engineer-In-charge. | -----do----- |
| C | Road Work | As per Concept Drawing (to be prepared by the contractor and approved by Engineer In charge), NBC norms, technical specification, CPWD, MORTH specifications, design and Manufacturer specification IRC specification as applicable. |
| i) | Approach Road, Car Park, Hard stand/Pavement/any other location road– Rigid pavement to be designed by EPC agency for at-least to cater the load of CFT of approx. 40 Mt(min) | -----do----- |

| S. No. | Description/ Item | Specification |
|----------|---|---|
| ii) | Existing road from kawa gate to ITB- Recarpeting with 40 mm thick bitumen mastic sheet | -----do----- |
| F | Boundary Wall | As per tender Drawing/Concept Drawing (to be prepared by the contractor and approved by Engineer In charge), NBC norms, technical specification, CPWD, MORTH specifications, design and Manufacturer specification IRC specification as applicable. |
| i) | <u>Chain-Link fencing:</u> Chain link fencing of length 1020.00 rmt (approx.) of height 8 ft min or above as per IAF requirement. | -----do----- |
| G | Plumbing works | |
| i) | External - G.I. Pipe | -----do----- |
| ii) | Internal - CPVC pipe | -----do----- |
| iii) | Sewage/Drainage pipe - PVC Structural Pipe | -----do----- |
| | | |
| H | Water Proofing | |
| | Water Proofing Treatment over RCC roof for ESS Buildings- Brick bat coba treatment | -----do----- |
| | | |
| I | Landscape & Horticulture | |
| | To be designed by EPC agency balancing the Hardscape & Softscape area considering the local species of plants etc. Including the proper provision of Irrigation network or as approved by EIC | -----do----- |
| | | |
| J | Airport Entry Gate (IAF KAWA Gate)- Repairing and painting of existing MS gates (02 Nos) along with provision of overhead Retro-reflective bi/tri-lingual signage board of size 7.5mtr x 1.5 mtr (approx.) duly supported MS framework, following AAI standard design/specification. | -----do----- |
| | | |
| K | Prefab Morchas- Puffed morchas (06 nos) with clear internal dimension of 4 ft X 4 ft and 8ft height | -----do----- |
| L | RCC Septic Tank of minimum capacity 75000 ltr & Soak Pit To be designed by contractor and approved by Engineer-In-charge | -----do----- |
| | | |

| S. No. | Description/ Item | Specification |
|--------|--|---------------|
| M | RCC UG Tank (35KL {min}) & MS Overhead tank (50 Kl {min}) with MS staging Capacity to be designed by contractor and approved by Engineer-In-charge | -----do----- |
| N | Public Toilet in Car Park Area Along with all the fixtures as per Tender drawings and as approved by Engineer in charge. | -----do----- |
| O | External/Internal Signage Total Area maybe considered 60.00 Sqm (approx.) (As per approval of E-I-C) | -----do----- |
| P | Portable Container Site Office for AAI. | -----do----- |

Note: This facility matrix and scope statement shall be read in conjugation with each other.

Facility Matrix for E&M Works

Facility Matrix for E&M works are given below for general over view of work. Bidder shall execute the work as per tender specifications, conditions etc. and approved detailed design.

| Sl. No. | Facility | Design capacity and requirement (The minimum requirement is given in DBR, However the bidder shall provide higher Capacity and Quantity as per design requirement without any extra cost) | Design Standards | Location |
|---------|--|---|--|------------------|
| 1 | HT Panel (VCB panel) 3 Phase, 50 HZ, 11KV | Two incomer +One Bus coupler + Two outgoing | CPWD / IS/NBC | Substation (ESS) |
| 2 | Transformers 11/0.433 KV | (01 Working + 01 Standby) each to cater 100 % of Estimated maximum demand load | CPWD / IS/ NBC & Ministry of power notification issued and amended up to date. | Substation (ESS) |
| 3 | DG Sets for standby supply. | 01 Working + 01 Standby of Same capacity to cater 100% of estimate maximum demand load. | CPWD / IS/ NBC | Substation (ESS) |

| | | | | |
|----|--|---|--|---|
| 4 | Main LT Panel | As per design requirements with criteria of 100 % main + 100% redundant feeder for each MEP services. + 25 % spares Breakers of each rating of outgoing or minimum 1, whichever higher. | CPWD / IS/ NBC | Substation (ESS) |
| 5 | MCC/LT panels/Sub LT Panels | As per design requirements with criteria of 100 % main + 100% redundant feeder for each Incomer (02 incomer electrically interlocked) + 25 % of each rating of outgoing or minimum 1, whichever higher. | CPWD / IS/ NBC | Sub- station Building (ESS), Terminal Building, |
| 6 | Final distribution Board | As per design requirements with RCCB+MCB as incomer. | CPWD / IS/ NBC/ TECHNICAL SPECIFICATION | Sub- station Building (ESS), Terminal Building, |
| 7 | Cables | HT & LT As per design requirements | CPWD / IS/ NBC /TECHNICAL SPECIFICATION | Sub- station Building (ESS), Terminal Building, , city side area etc. |
| 8 | Cable tray | As per design requirements | CPWD / IS/ NBC /TECHNICAL SPECIFICATION | Sub- station Building (ESS), Terminal Building, |
| 9 | Earthing | As per design requirements | IS 3043/IEC 60364- Part 5-54/National Electricity Rules-2003 | Sub- station Building (ESS), Terminal Building, |
| 10 | Lightning Protection System | Lightning Protection Level -1 | IS / IEC 62305 | Sub- station Building (ESS), Terminal Building, |
| 11 | LED Light fitting | As per design requirements for Internal & External Electrification | Technical Specification | Sub-station Building (ESS), Terminal Building, |
| 12 | UPS for Normal, emergency lighting & critical facilities | 01 working+01 stand by For Terminal Building and 01 working for ESS | Technical Specification | Sub- station Building (ESS), Terminal Building, |
| 14 | Automatic addressable Fire Alarm & Detection system | As per Design requirement Microprocessor based Intelligent addressable | Technical Specification | Sub- station Building (ESS), Terminal Building. |

| | | | | |
|----|--|---|-------------------------|---|
| 15 | Fire Fighting System, fire extinguishers | As per Design Requirement | NBC/CPWD/IS | Terminal Building. |
| 16 | Automatic total room flooding fire suppression system | As per Design Requirement | NBC/CPWD/IS | Server Room, UPS room |
| 17 | VRF/VRV | As per design requirements. 50% standby for outdoor unit for each circuit/Zone. | Technical Specification | Terminal Building |
| 18 | Split AC | 2 TR – 04 no's 1.5 TR – 08 no's | Technical Specification | Terminal Building, Staff rooms etc. |
| 19 | Water Supply Pumps (Hydro pneumatic and Fire tank Feed pump) | As per design requirements | Technical Specification | Location as per the direction of EIC |
| 20 | Water cooler, Water cooler with fountain & RO (UV facility) | 05 no's water cooler with RO | Technical Specification | Sub-station Building (ESS), Terminal Building, |
| 21 | Other passenger amenities i/c Automatic Hand dryer, Sanitary napkin vending & incinerator machine, Automatic sliding door, Air curtains, supply & installation of Baby diaper changing station, Baby Protection Safety Chair | Hand dryer – 11 no's min. Sanitary napkin machine – 03 no's min. Incinerator- 03 no's Automatic sliding door – 04 no's Air curtain – 08 no's Baby diaper changing station – 03 no's min. Baby protection safety chair – 03 no's min | Technical Specification | Sub-station Building (ESS), Terminal Building , etc. as per site requirement. |
| 22 | PA System | As per requirement | Technical Specification | Terminal Building |
| 23 | Departure and Arrival Conveyor | As per requirement | Technical Specification | Terminal Building |

SCHEDULE – D: Annex I (Part-IV)

CONSTRUCTION SPECIFICATIONS

SCHEDULE – D: Annex I (Part-IV): Construction Specification is attached separately in the tender document as **Volume-II**.

| Section No. | Description |
|--------------------|--------------------|
| SECTION - 1 | CIVIL |
| SECTION – 2 | MEP, IT & AS |

Schedule D: Annex I (Part-V)

LIST OF PREFERRED MAKES (Civil Works)

LIST OF PREFERRED MAKES

The preferred makes are listed below:

- i. Brand names of materials to be used are listed here and indicative only. Mere inclusion of brand name in this list does not guarantee for use in work unless specification of brand meets technical specifications of product as stipulated in tender document. The specifications of the products as mentioned in this tender document shall take preference over the make list. The contractor will be required to provide items/material as per the specifications indicated in tender document.
- ii. The following list of preferred makes is exhaustive. However, additional manufacturers or brands may be considered for any specified product or item, depending on market availability, delivery timelines, and proven satisfactory performance in similar projects or works-preferably where such a make or product has been used in quantities constituting at least eighty percent (80%) of the estimated or proposed requirement for the relevant project or work. To establish performance, completion certificates, performance certificates and purchase orders accompanied by tax invoices will be considered, provided that the products comply with the technical specifications stipulated in the tender document."
- iii. In case, Model no. of any product as mentioned in tender document is discontinued by manufacturer (documentary evidence from manufacturer is must to establish this), then contractor is bound to provide latest model of same manufacturer subject to meeting the technical specification without any financial implication.
- iv. The tenderers shall quote his rates on the basis of the price for the best quality product of the brand/make stipulated for the item of work in the list of preferred make/specifications. The agency shall submit at least three brands from the list given below along with the rates (having price variation within 10%) and specifications for the approval of Engineer- In-charge before placing order. EIC shall approve any of the two brands.

| LIST OF PREFERRED MAKES | | |
|--------------------------------|--|---|
| Sl. No. | Name of Product / item | Proposed Brands / Makes / Manufacturers |
| 1 | CEMENT | ACC Ltd. / Ultra Tech / Shree Cement Ltd. / Ambuja / Jaypee / Century /J.K.Laxmi (JK Lakshmi Cement Ltd.) / JK Cement / Nuvoco / Dalmia Cement (Bharat) Ltd. / Birla A1 (Orient cement Ltd.) / Star Cement / PENNA / Max Cement / Ramco Cement / Chettinad Cement / Wonder (Wonder Cement Limited) / JSW Cement / Zuari Cement / Prism Cement |
| 2 | TMT REINFORCEMENT STEEL | SAIL / RINL (VIZAG Steel) / TATA TISCON (TATA Steel Limited) / JSW Steel Ltd. / JSPL / Shyam Steel Industries Ltd. / ESL Steel Ltd. / Shyam Metaliks & Energy Ltd. / Shri Bajrang Power & Ispat Ltd. / Rashmi Metaliks Limited / SRMB Srijan Private Limited / MS Agarwal Foundries Private Limited / Real Ispat and Power Limited / Jai Balaji Industries Limited / Maithan Steel & Power Limited/Shree Nakoda Ispat Limited |
| 3 | STRUCTURAL STEEL-MS TUBULAR SECTIONS (CIRCULAR, SQUARE, RECTANGULAR) FOR COLUMNS, TRUSS, MS PIPES, FLATS, ANGLES, BEAMS, CHANNELS, STRIPS ETC. | <div>SAIL / RINL (VIZAG Steel) / TATA Structura (TATA Steel Limited) / JSW Steel Ltd. / JSPL / APL Apollo Tubes Ltd. / Shyam Metaliks & Energy Ltd. / Surya Roshni Ltd.</div> <div>Nezone Tubes Ltd. / Utkarsh India Ltd. / Hi-Tech Pipes Ltd.</div> <div>For works costing up to 15 Cr works</div> |
| 4 | VITRIFIED /CERAMIC TILES | Prism Johnson Limited (H&R Johnson (India) Ltd.) / NITCO Tiles Ltd. / Orient Bell Ltd. / Oracle Granito Ltd. / Kajaria Ceramics Ltd. / RAK Ceramics (RAK Ceramics Ltd.) / AGL (Asian Granito India Ltd.) / Oasis Vittrified Tiles (Oasis Vittrified Pvt. Ltd.) / Varmora Granito Pvt. Ltd. / Qutone Ceramic Pvt. Ltd. / Ambani Vittrified Pvt. Ltd. / Simpolo Vittrified Pvt. Ltd. / Pavit Ceramics Pvt. Ltd. / Aparna Enterprises Ltd. / SUNHEAART CERAMIK (Sunshine Tiles Company Pvt. Ltd) |
| 5 | ALUMINIUM STANDING SEAM ROOFING SYSTEM | <div>KALZIP (Kalzip India Pvt. Ltd.) / Kingspan (Kingspan Jindal Pvt. Ltd) / BEMO (Bemo System GmbH) /</div> <div>New Look Furnishers (For roofing work upto 15,000 sqm)</div> |
| 6 | METAL CEILING TILE/BAFFLE CEILING | Hunter Douglas India Pvt. Ltd. / Durlum India Pvt. Ltd. / Saint Gobain Gyproc India Ltd. / Knauf Ceiling Solutions (India) Pvt. Ltd. (Formerly Armstrong World Industries (India) Pvt. Ltd.) / USG Knauf (Knauf India Pvt. Ltd.) / Dexune (Dexune Marketing Pvt Ltd.) / Ceiflo Technologies Pvt. Ltd./ New Age FalseCeiling Pvt. Ltd. |

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| 7 | GALVALUME/STEEL SHEET ROOFING (TOP & BOTTOM) OVER M.S. STRUCTURE | Tata Bluescope Steel Ltd. / Jindal Steel (Jindal India Ltd.) / JSW Steel Coated Products Limited / APL Apollo Building Products Private Limited / Colorshine Coated Pvt. Ltd. |
| 8 | ALUMINIUM COMPOSITE PANELS (ACP) | Alucobond (3A Composite India Pvt. Ltd.) / Alstrong Enterprises India Pvt. Ltd. / Aludecor Lamination Pvt. Ltd / EUROBOND (Euro Panel Product Ltd.) / Alstone (Alstone International) / VIVA (Viva Composite Panel Pvt Ltd.) / Alutech(Alutech Industries) / VIRGO(Virgo Laminates Ltd.) / Alutuff(Ashoka foam multiplast Pvt. Ltd.) / Alexia Panels / Timexbond Industries Pvt. Ltd. |
| 9 | HONEYCOMB COMPOSITE PANELS (HCP) | Alucobond (3A Composite India Pvt. Ltd.) / Aludecor Lamination Pvt. Ltd / EUROBOND (Euro Panel Product Ltd.) / Alstone (Alstone International) / VIVA (Viva Composite Panel Pvt Ltd.) / Alutuff(Ashoka foam multiplast Pvt. Ltd.) |
| 10 | ZINC COMPOSITE PANELS (ZCP) | Aludecor Lamination Pvt.Ltd / Alstone (Alstone International) / VIVA (Viva Composite Panel Pvt Ltd.) / EUROBOND (Euro Panel Product Ltd.) |
| 11 | ALUMINIUM EXTRUSIONS / STRUCTURAL MEMBERS | Hindalco Industries Ltd. / Jindal Aluminium Ltd. / Bhoruka (Bhoruka Extrusions Pvt. Ltd.) / NALCO |
| 12 | FLOAT GLASS / HIGH PERFORMANCE GLASS | Saint Gobain Glass India Ltd. / AIS Glass Solution Ltd / Pilkington / Guardian Sun Guard /Modi Guard (Gujarat Guardian Limited) / Sisecam Flat Glass India Pvt. Ltd. / Gold Plus Glass Industry Ltd. / TPRS Enterprises Pvt. Ltd./ Atul Ltd. |
| 13 | UPVC DOORS & WINDOW | Aparna venster /Okotech(Aparna Enterprises Ltd.) / Fenesta(Fenesta Building Systems) / Aluplast / NCL Veka Ltd. / Window Magic India Pvt. Ltd. / Rajshri Plastiwood |
| 14 | WOOD POLYMER COMPOSITE(WPC) | ECOBBOARD (Alstone Industries Pvt. Ltd.) / Rajshri Plastiwood (Div. of Rajshri Productions Pvt. Ltd.) / KAKA Industries Ltd. |
| 15 | ADMIXTURES /WATER PROOFING COMPOUND/ ACRYLIC CEMENTITIOUS COATING/ LIQUID MEMBRANE (POLYURETHANE & POLYUREA)/HDPE & SELF-ADHESIVE MEMBRANE | Pidilite Industries Ltd. / FOSROC Chemicals (India) Pvt. Ltd. / CICO Technologies Ltd. / Sika India Pvt. Ltd. / BASF India Ltd. / MC-Bauchemie (MC-Bauchemie India Pvt. Ltd.) / Ardex Endura (India) Pvt. Ltd. / STP Ltd. / Choksey Chemicals Pvt. Ltd. / MYK Laticrete (MYK Laticrete Pvt. Ltd. / Mapei (Mapei Construction Products Pvt. Ltd) / Chryso India Pvt. Ltd. / Maruti Bitumen Pvt. Ltd. / Penetron India Pvt. Ltd. / Supreme Bituchem India Pvt. Ltd. / Asian Paints Ltd. / IWL India Ltd. / TP Buildtech Pvt. Ltd. / MYK Arment Pvt. Ltd. / Technicol India Pvt. Ltd. / Saint-Gobain India Pvt. Ltd. / Ferrous Crete (India) Pvt. Ltd. / Fair Mate Chemicals Pvt. Ltd. / Berger Paints India Ltd./ Yashka Polymers Pvt. Ltd./ Hindcon Chemicals Ltd/ Buildtech Products India Private Limited/ Kryton Buildmat Co. Pvt. Ltd./ Kunal Conchem Pvt Ltd/ Bostik India Private Limited/ M.K Petro Products India Private Limited/ Prism Johnson Limited/ Boxer Construction Chemicals/ |

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| | | Ado Additives Technologies Limited/ Sunanda Speciality Coatings Pvt Ltd/ Tikitar Danosa (India) Pvt Ltd |
| 16 | BIPOLAR CORROSION INHIBITOR ADMIXTURE | STP Ltd. / Sika India Pvt. Ltd. / BASF India Ltd. / Chryso India Pvt. Ltd. / Supreme Bituchem India Pvt. Ltd./ Sunanda Speciality Coatings Pvt Ltd/ Conchem labs LLP/ Fosroc Chemicals (India) Private Limited |
| 17 | REINFORCEMENT COUPLER | Dextra / G-Tech / HI-Tech Engineering Solutions / Sanfeild (India) Ltd./ Tata Steel Limited |
| 18 | HARDWARE FITTING | Dormakaba India Pvt. Ltd. / Q-Railing India Pvt. Ltd. (Formerly D-Line) / Hafele India Pvt. Ltd. / GEZE GmbH / Linox Technology Pvt. Ltd. / Assa Abloy / Kich Architectural Products Pvt. Ltd. / Godrej & Boyce / LGF Sysmac India Pvt. Ltd. / Rinox Kaufmann Ltd. / Ozone India Pvt. Ltd. / Everite / Define / Hardwyn (Hardwyn India Ltd.) / Arkay / Dorset Industries Pvt. Ltd. / Prayag Polymers Pvt. Ltd. / Hettich India Pvt. Ltd. / Ozone Overseas Pvt. Ltd. |
| 19 | STEEL/WOOD FIRE RESISTANT SHUTTER | Navair Ltd. / Pormat International Ltd. / Shakti Hormann Pvt. Ltd. / Sukri Paints & Chemicals / Iclean / Signum Fire Protection / Pacific (Pacific Fire Controls Pvt. Ltd.) / ASES Security Pvt. Ltd. |
| 20 | LAMINATES/ LAMINATED PARTICLE BOARD/ PRELAMINATED BOARD/ MDF/ PLY BOARD/FLUSH DOORS/ COMPACT LAMINATE/ TOILET CUBICAL/ URINAL PARTITIONS | Greenlam Industries Ltd. / Merino Industries Ltd. / Century Plyboard (I) Ltd. / Nationl Ply / Archidply (Archidply Industries Limited) / Kitply Industries / Novapan / Duro / Mayur Doors / Greenply / ASIS / Greenpanel Industries Limited / Punjab Plywood Industries / Stylam Industries Ltd./ Bobrick Washroom Equipment Inc./ Dormakaba India Pvt. Ltd./ Trespa/ T-Line (Inner Space)/ Samrat Plywood Limited/ Jain Doors Pvt. Ltd./ Jain Wood Industries/ Arjnwoodmart Private Limited/ Virgo Laminates Ltd |
| 21 | FASTENERS/ANCHOR FASTENERS | Hilti (Hilti (India) Pvt. Ltd.) / Fischer / BOSCH / Fasteners India / Mungo / Rawl Plug/ Konzept Steel Private Limited/ Axel India/ AFT (Anchorite Fixing Technology) |
| 22 | WOODEN LAMINATED FLOORING/ VINYL FLOORING / RUBBER FLOORING | Pergo Ltd. / Action Tesa / Unitex / Knauf Ceiling Solutions (India) Pvt. Ltd. (Formerly Armstrong World Industries (India) Pvt. Ltd.) / Epitome / Scheit / Responsive Industries Ltd. / Greenlam Industries Ltd. / Greenpanel Industries Ltd. |

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| 23 | EPOXY/PU FLOORING | STP Ltd. / Sika India Pvt. Ltd. / BASF India Ltd. / FOSROC Chemicals (India) Pvt. Ltd. / Tremco CPG (India) Pvt. Ltd. / Cipy Polyurethanes Pvt. Ltd / NITCO Tiles Corp. / Maruti Bitumen Pvt. Ltd. / Supreme Bituchem India Pvt. Ltd. / Chryso India Pvt. Ltd. / Saint-Gobain India Pvt. Ltd. / Bostik India Pvt Ltd. / Asian Paints Ltd. / Pidilite Industries Ltd. / Berger Paints India Ltd. / MYK Arment Pvt. Ltd./ Hygie Profile India Pvt Ltd/ Sunanda Speciality Coatings Pvt Ltd |
| 24 | TILE JOINT FILLER, TILE/AAC BLOCK/ STONE FIXING ADHESIVE/ SOLID EPOXY GROUT | Ardex Endura (India) Pvt. Ltd. / Ferrouscrete India Pvt.Ltd / MYK Laticrete (MYK Laticrete Pvt. Ltd.) / Pidilite Industries Ltd. / FOSROC Chemicals (India) Pvt. Ltd. / BASF India Ltd. / Fairmate(Fair Mate Chemicals Pvt.Ltd.) / STP Ltd. / Home Pride Adhesive Pvt. Ltd. / Saint-Gobain India Pvt. Ltd. / Berger Paints India Ltd. / Somany Ceramics Ltd. / Ultratech Cement Ltd/ Kerakoll India |
| 25 | FLOOR HARDENER | STP Ltd. / Sika India Pvt. Ltd. / BASF India Ltd. / Pidilite Industries Ltd. / FOSROC Chemicals (India) Pvt. Ltd. / Ironite / Mapei (Mapei Construction Products Pvt. Ltd.) / Chryso India Pvt. Ltd. / Supreme Bituchem India Pvt. Ltd. / Saint-Gobain India Pvt. Ltd. / MYK Arment Pvt. Ltd. |
| 26 | POLYCARBONATE SHEET | Lexan/Sabic (GE Plastic) / Dan Pal / Polygal India Pvt. Ltd. / Gallina India Pvt. Ltd. / Coxwell Domes (Coxwell Domes Engineers Pvt. Ltd.) / Tuflite / DPI Daylighting Pvt Ltd. |
| 27 | CALCIUM SILICATE /MINERAL FIBER FALSE CEILING TILES/GYPSUM FALSE CEILING BOARDS/ PARTITION BOARDS | Saint Gobain Gyproc India Pvt. Ltd. / Llyod Insulation India Ltd. / Knauf Ceiling Solutions (India) Pvt. Ltd. (Formerly Armstrong World Industries (India) Pvt.Ltd./Knauf AMF India Pvt. Ltd.) / Aerolite Ceiling System/Andhra Polymers Pvt. Ltd. / USG Knauf (Knauf India Pvt Ltd.) / Hilux (Ramco Industries Ltd) / Gridline / Everest / Dexune (Dexune Marketing Pvt Ltd.) / Vans Gypsum / New Age False Ceiling Pvt. Ltd. |
| 28 | FIBER CEMENT BOARD/ CEMENT BOARD | Bison (NCL Industries Ltd.) / Hicem (Ramco Industries Ltd.) / Everest (Everest Industries Ltd.) / Visaka Industries Ltd. |
| 29 | PAINTS FOR STEEL STRUCTURE (EPOXY PAINTS)/ PU PAINTS/ WATER PROOF CEMENT PAINTS/ PRIMER/ DISTEMPER/ TEXTURE FINISH PAINT/ SYNTHETIC ENAMEL PAINT/ FIRE RETARDANT PAINT | JSW-Akzo Nobel India Pvt. Ltd. / Jenson & Nicholson / Oikos India Pvt.Ltd. / Asian Paints Ltd. / Berger Paints India Ltd. / Nerolac / Acro Paints Ltd. / Snowcem India Ltd. / Shalimar (Shalimar Paints Ltd.) / Jotun / Grauer & Weil (India) Ltd. / STP Ltd. / Hempel Paints India Pvt. Ltd./ Anupam Enterprises/ Dooall Corpro India Pvt Ltd/ Nippon Paint India Private Limited/ FOSROC Chemicals (India) Private Limited |
| 30 | WALL PUTTY | J.K.Cement / Toyo Ferrouscrete India Pvt. Ltd. / Birla White / Dalmia Magic Premium Skim Coat(Dalmia Cement (Bharat) Ltd.) / Asian Paints Ltd. / NCL Buildtek Pvt. Ltd. / Ferrous Crete(India) Pvt. Ltd. / Saint-Gobain India Pvt. Ltd./ Nippon Paint India Private Limited |

| | | |
|----|---|---|
| 31 | EXPANSION JOINT FILLER BOARD/ JOINT COVERS | Vexcolt International Ltd. (U.K) / Construction Specialities (USA) / The Supreme Industries Ltd. / STP Ltd. / Dupont / Sanfeild / Hercules / Z-Tech / DECG International / M.M.Systems / Kantaflex-Balco (Kantaflex (India) Pvt. Ltd.) / Mapei(Mapei Construction Products Pvt. Ltd.) / Migua / Insuboard / Soprema / Supreme Bituchem India Pvt. Ltd./ NYSTORM/ VR Engineers |
| 32 | GLASS GRID FOR BITUMINOUS WORKS | Saint Gobain ADFORS / Maccaferri Environmental Solutions Pvt. Ltd. / Techfab Industries Ltd. / Giridhar Techfab Pvt. Ltd. / Terrain Infratech / Flexituff International Ltd. / Supreme Non-Woven Ind. Pvt. Ltd./ Polyon Textiles Private Limited |
| 33 | RUNWAY MARKING PAINT (WATER BASED) | Nerolac / Berger Paints (Berger Paints India. Ltd.) / Asian Paints Ltd. / ITS Coating Pvt.Ltd. / Supreme Bituchem India Pvt. Ltd. / STP Ltd. |
| 34 | SANITARY WARE/ FIXTURE/ FITTINGS/ SS SINK/ SPECIALLY ABLED FITING | Kohler Co. (USA) / Jaquar and Company Pvt. Ltd. / American Standard / HINDWARE / QUEO (Hindware limited) / PARRYWARE / ROCA (Roca Bathroom Products Pvt. Ltd.) / Grohe AG (Germany) / Franke (Switzerland) / Bobrick Washroom Equipment Inc. / Duravit / Marc / H&R Johnson (India) Ltd/Prism Johnsons Ltd. / CERA/Senator (Cera Sanitaryware Ltd.) / Somany Ceramics Ltd. / Dolphy India Pvt. Ltd. / Rak Ceramics India Pvt. Ltd /Nirali (Jyoti Kitchen Industries pvt. Ltd.)/ Jayna/ Pressalit Ltd./ Hindustan/ Aqua Plumbings Pvt Ltd/ Astral Ltd Euronics (Euronics Industries Pvt.Ltd.) (Except SS Napkin and Soap Dispenser) |
| 35 | G.I. PIPE FITTINGS | Unik / Zoloto Malleables / Leader Valves Ltd. / Surya / R-Brand / KS / SS |
| 36 | SOIL WASTE & VENT PIPES & FITTINGS AND WATER SUPPLY PIPES-SAND CAST IRON S&S/ CENTRIFUGALLY CAST (SPUN) S&S/ HUBLESS CENTRIFUGALLY CAST SPUN IRON PIPES/ CENTRIFUGALLY (SPUN) CI PIPES CLASS 'LA'/ DUCTILE IRON PIPE/ CI MANHOLE COVERS & CI GRATING | NECO (Jayaswal Neco Industries Ltd.) / BIC (Bengal Iron Corporation)/ RIF / Electrosteel Steels casting Ltd. / SKF / Kapilansh Dhatu Udyog(P) Ltd. / Saint Gobain / HEPCO (Binay Udyog Pvt Ltd.) / Raj Pattern Makers & Founders Pvt. Ltd. |
| 37 | STRUCTURAL/ WEATHER SEALANT FOR STRUCTURAL GLAZING/ACP | Wacker / Dow corning / G.E. Plastics / Pidilite Industries Ltd. / FOSROC Chemicals (India) Pvt. Ltd. / BASF India Ltd. / STP Ltd. / Rawl Plug / Choksey Chemicals Pvt. Ltd. / Supreme Bituchem India Pvt. Ltd. / Maruti Bitumen Pvt. Ltd. / Sika India Pvt. Ltd./ Alstone Industries Pvt. Ltd. |

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| 38 | POLY SULPHIDE / POLYURETHANE SEALANT FOR JOINTS | FOSROC Chemicals (India) Pvt. Ltd. / Choksey Chemicals Pvt. Ltd. / Pidilite Industries Ltd. / Sika India Pvt. Ltd. / Dow Corning / MYK Laticrete (MYK Laticrete Pvt. Ltd.) / Tuffseal / Wacker / G.E. / STP Ltd. / BASF India Ltd. / Maruti Bitumen Pvt. Ltd. / Chryso India Pvt. Ltd. / Supreme Bituchem India Pvt. Ltd. / Bostik India Pvt. Ltd. / MYK Arment Pvt. Ltd. / McCoy Soudal Sealants Adhesives & Foams Pvt. Ltd. |
| 39 | MODULAR S.S. /GLASS RAILING | Dormakaba India Pvt. Ltd. / Jindal Lifestyle Ltd. / GEZE GmbH / Q-Railing India Pvt. Ltd. (Formerly D-Line) / Linx Technologies Pvt. Ltd. / Kich Architectural Products Pvt. Ltd. / Ozone India Pvt. Ltd. / Assa Abloy / Rinox Kaufmann Ltd. |
| 40 | SOLID ACRYLIC SURFACE BOARDS | Dupont / LG-Himacs (LX Hausys India Pvt. Ltd.) / Hanex / GMGR India (Samsung Staron) / Neonnex/ Durlax Top Surface Limited |
| 41 | TENSILE FABRIC | Mehler Technologies (Low & Bonar India Pvt. Ltd.) / Serge Ferrari India Pvt. Ltd. / Sattler PRO-TEX |
| 42 | AUTOCLAVED AERATED CEMENT (AAC) BLOCKS | Magcrete Building Solutions Pvt. Ltd. / Finecrete Eco-Blocks Pvt. Ltd. / Aerocon / Bilt Technologies / JK / Instablock / Max Blocks / RS Green Infra (India) Pvt. Ltd. / Siporex / Kataria Ecotech. Pvt. Ltd. / Krrish White Bricks LLP / Jindal AIR / NCL Buildtek Pvt. Ltd./ Renaatus Procon Private Limited (Remark: Apart from these makes, locally available makes may be explored meeting technical specifications) |
| 43 | AUTOMATIC REVOLVING / SWING DOOR | Dormakaba India Pvt. Ltd. / Hafele India Pvt. Ltd. / GEZE GmbH / Gilgen Door System AG / Linx Technology Pvt. Ltd. / Assa Abloy / Autoingers |
| 44 | WALKWAYS/FALL PROTECTION SYSTEM/ ROOF HATCH | WULMET / Latchways (Fall Arrest Systems & Technologies Pvt. Ltd.) / Capital Safety / Honeywell / Checkmate / Karam Safety Pvt. Ltd. / Kingspan Jindal Pvt. Ltd. / NYSTROM/ BABENKO/ BILCO |
| 45 | GYPSUM PLASTER/ POLYMER MODIFIED SELF CURING MORTAR | Ferrous Crete (India) Pvt. Ltd. / Ultra Tech / Saint Gobain Gyproc India Ltd. / Dow Construction Chemicals / BASF India Ltd. / Asian Paints Ltd. / Saint-Gobain India Pvt. Ltd./ Dudhi Industries Private Limited |
| 46 | CURING COMPOUND (RESIN BASED & WAX BASED) | FOSROC Chemicals (India) Pvt. Ltd. / Sika India Pvt. Ltd. / BASF India Ltd. / Supreme Bituchem India Pvt. Ltd. / CICO Technologies Ltd. / STP Ltd. / Berger Paints India Ltd. / Yahska Polymers Pvt. Ltd./ Akarsh Specialities |
| 47 | DECORATIVE FILMS/ SAFETY FILMS | 3M / Avery Dennison / Deck |
| 48 | STEEL NANO COAT | Four Solutions Pvt. Ltd. / Meta-Chem Paints & Adhesives Pvt. Ltd. / Advanced Lab |
| 49 | GEOTEXTILE PRODUCTS/ SOIL REINFORCEMENT GEOSYNTHETICS | TechFab India Industries Ltd. / Strata Geosystems (India) Pvt. Ltd. / Suntech Geotextile Pvt. Ltd./ Maccaferri Environmental Solutions/ |

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| | SOIL REINFORCEMENT GEOSYNTHETICS | Maccaferri Environmental Solutions Pvt. Ltd. / Strata Geosystems (India) Pvt. Ltd. / Tech Fab India Industries Ltd. |
| 50 | UPVC/CPVC/SWR PVC PIPES & FITTINGS | The Supreme Industries Ltd. / Finolex Industries Ltd / Savoir Faire Manufacturing Co. Pvt. Ltd. / AKG Extrusions Pvt Ltd. / Surya Roshni / Astral / Prince / Ori-plast / Ashirvad / Vectus / Prayag (Prayag Polymers Pvt. Ltd.) / Balco / Texmo Pipes and Products Ltd./ HIL Limited/ Vishal Pipes Limited |
| 51 | ROCKWOOL / GLASSWOOL INSULATION | UP Twiga / Roxul-Rockwool / Rockloyd / Saint Gobain India (Formerly Rockwool India) / Lloyd Insulations India Ltd. / Polybond Insulation Pvt. Ltd./Hi-Tec Rock Fibre Private Limited/ Thermocare Rock Wool (India) Pvt. Ltd. |
| 52 | G.I. PIPE | Tata Steel Ltd. / Jindal Pipes Ltd. / Surya Roshni (Surya Roshni Ltd.) / APL Apollo Tubes Ltd. / Zenith / Utkarsh India Ltd. / Nezone Tubes Ltd. / Hi-Tech Pipes Ltd. / Jotindra Steel & Tubes Ltd./ Ravindra Tubes Private Limited/ Dadu Pipes Pvt. Ltd/ Vishal Pipes Limited/ Chetna Steel Tubes Private Limited |
| 53 | SLUICE VALVE/PRESSURE REDUCING VALVE/NON-RETURN VALVE (CI/GUN METAL) | Sant Valves Pvt. Ltd. / Zoloto / Audco(L& T) / Castle / Leader Valves Ltd. / Kartar / Honeywell / IVC |
| 54 | HDPE PIPES | Geberit / Saint Gobain / Savior Faire Manufacturing Co. Ltd. / Jain Irrigation / Ori-plast / East - Hooghly Agro Plantation Pvt. Ltd./ Aram Plastics Private Limited/ Shree Narayani Pipe Mfg Co/ Vishal Pipes Limited/ Prince Pipes And Fittings Limited/ Vishal Heavy Engineering Private Limited/ Sangir Plastics Pvt. Ltd. |

LIST OF PREFERRED MAKES (MEP Works)

(Refer TS (E))

Schedule D: Annex I (Part-VI)
List of specialized items to be executed through specialized agencies

Specialized work: - Eligibility criteria for Specialized agencies

Specialized items which are to be got executed only through specialized agencies along with qualifying criteria are mentioned below:

| Sr. No | Specialized Work | Qualifying criteria for specialized agencies |
|---------------|-------------------------|--|
| 1. | Waterproofing work | <p>The main contractor shall submit the names of specialized agencies (preferably 02 agencies), who has successfully carried out *similar nature work, as given below:</p> <p>One work of at least 80% of the total value of work, equal or greater to cost component of particular work(s)/area/quantity of work as per approved drawings as worked out by contractor.</p> <p style="text-align: center;">OR</p> <p>Two works each of at least 50% of the total value of work, equal or greater to cost component of particular work(s)/area/quantity of work as per approved drawings as worked out by contractor.</p> <p style="text-align: center;">OR</p> <p>Three works each of at least 40% of the total value of work, equal or greater to cost component of particular work(s)/area/quantity of work as per approved drawings as worked out by contractor.</p> <p>during the last Seven years ending on the date of submission of specialized agency approval request by EPC contractor.</p> <p>In this regard the firms will also submit the latest financial position (balance sheet etc.) duly certified by chartered accountant. The average financial turn over shall be more than 30% of tendered amount of a particular item(s)/work(S).</p> |

| | | |
|--|--|---|
| | | <p>JV/ Consortium is not permitted for execution of specialized works.</p> <p>Engineer-In-Charge after getting the documents will approve the specialized agencies without prejudice to AAI.</p> <p>In case of non-government works, TDS certificate for the value of specialized work executed, will be required to be submitted.</p> <p>In case contractor claims of having requisite experience In-house, a certificate with supporting document from client is to be submitted stating that the particular works is executed by contractor himself and no specialized agency engaged in terms of agreement and in case of private client supporting qualifying document as mentioned shall be submitted as a proof of In-house capability.</p> <p>Note-</p> <ol style="list-style-type: none"> 1.Fire Detection Alram System, work shall be executed through OEM/Specialized agency 2.For Internal &External EI, Sub-station Equipment &DG sets work, agency should also have valid electrical License issues by appropriate authority. |
|--|--|---|

The main contractor shall submit the credential of specialized agencies well in advance as per the direction of Engineer-In-charge. After verification of the same, written approval will be conveyed to main contractor in this regard. The credentials and expertise of the specialized agencies in the similar works should be commensurate the quantum and nature of the specialized works as above. Even if, such specialized items of work shall be executed by the specialized agencies, the work shall be deemed to be executed by the tenderer for all purposes and the responsibility of the quality of items of works executed etc. shall continue to be that of the tenderer only. **To this effect, Main Contractor shall execute Tripartite agreement with AAI & specialized agencies till completion of Defect liability period.**

The main contractor shall not change the specialized agency without taking prior approval of Engineer-In-charge except due to exceptional circumstances such as closure or bankruptcy of specialised agency etc. However before making any such change he has to enter into agreement with new agency and submit the same to Engineer – in – Charge for approval.

This shall however be without any change in the accepted rates of the contract agreement and without any cost implications to the Department and **penalty for such changes @0.1% of the contract amount or Rs. 10.00 Lacs whichever is higher shall be imposed for any such change per Specialised agency shall be affected.**

It shall be the responsibility of main contractor to sort out any dispute / litigation with the Specialized Agencies without any time & cost overrun to the Department. The main contractor shall be solely responsible for settling any dispute/litigation arising out of his agreement with the Specialized Agencies. The contractor shall ensure that the work shall not suffer on account of litigation/ dispute between him and the specialized agencies / subcontractor(s). No claim of hindrance in the work shall be entertained from the Contractor on this account. No extension of time shall be granted and no claim what so ever, of any kind, shall be entertained from the Contractor on account of delay attributable to the selection/rejection of the Specialized Agencies or any dispute amongst them.

2. List of items of works for which specific guarantee period as mentioned herein under shall be provided (Refer 7.6 of Article 7)

| Sr. No | Item of Work | Period of Guarantee from certified date of completion of construction work | Reference to Cost |
|--------|--|--|-------------------|
| 1. | Water proofing work | 15 Years | As per Schedule G |
| 2. | Structural Steel Work | 10 Years | |
| 3. | Roofing/Walls (Puff Panels) | 15 Years or manufacture's specification whichever is less. | |
| 4. | Structural Glazing and glass partitions works. | 10 Years | |
| 5. | False ceiling Work (All type) | 10 Years | |
| 6. | Cladding system (All Type) i/c GFRC, GFRG and solid acrylic surface cladding | 10 Years | |
| 7. | Reinforced Soil Structure (RE Wall) | 10 Years | |
| 8. | LED Light Fittings | 05 Years | |

Schedule D: Annex I (Part-VIII)

COMPLIANCE TO ENVIRONMENTAL LAWS

1. ENVIRONMENTAL MANAGEMENT

1.1 Air Quality

- a) The Contractor shall take all necessary precautions to minimise fugitive dust emissions from operations involving excavation, grading, and clearing of land and disposal of waste. He shall not allow emissions of fugitive dust from any transport, handling, construction or storage activity to remain visible in atmosphere beyond the property line of emission source for any prolonged period of time without notification to the Employer.
- b) The Contractor shall use construction equipment designed and equipped to minimise or control air pollution. He shall maintain evidence of such design and equipment and make these available for inspection by Employer.
- c) If after commencement of construction activity, Employer believes that the Contractor's equipment or methods of working are causing unacceptable air pollution impacts then these shall be inspected and remedial proposals shall be drawn up by the Contractor, submitted for review to the Employer and implemented.
- d) In developing these remedial measures, the Contractor shall inspect and review all dust sources that may be contributing to air pollution. Remedial measures include use of additional/ alternative equipment by the Contractor or maintenance/modification of existing equipment of the Contractor. In the event that approved remedial measures are not being implemented and serious impacts persist, the Employer may direct the Contractor to suspend work until the measures are implemented, as required under the Contract.
- e) Contractor's transport vehicles and other equipment shall conform to emission standards fixed by Statutory Agencies of Government of India or the State Government from time to time. The Contractor shall carry out periodical checks and undertake remedial measures including replacement, if required, so as to operate within permissible norms.
- f) The Contractor shall cover loads of dust generating materials like debris and soil being transported from construction sites. All trucks carrying loose material should be covered and loaded with sufficient free- board to avoid spills through the tail board or side boards.
- g) The Contractor shall promptly transport all excavation disposal materials of whatever kind so as not to delay work on the project. Stockpiling of materials will only be allowed at sites designated by the Employer. The Contractor shall

place excavation materials in the dumping/disposal areas designated in the plans as given in the specifications.

- h) The temporary dumping areas shall be maintained by the Contractor at all times until the excavate is re-utilised for back-filling or as directed by Employer. Dust control activities shall continue even during any work stoppage.
- i) The Contractor shall place material in a manner that will minimize dust production. Material shall be minimized each day and wetted, to minimize dust production. During dry weather, dust control methods must be used daily especially on windy, dry days to prevent any dust from blowing across the site perimeter.
- j) The Contractor shall water down construction sites as required to suppress dust, during handling of excavation soil or debris or during demolition. The Contractor will make water sprinklers, water supply and water delivering equipment available at any time that it is required for dust control use. Dust screens will be used, as feasible when additional dust control measures are needed specially where the work is near sensitive receptors.
- k) The Contractor shall provide a wash pit or a wheel washing and/or vehicle cleaning facility at the exits from work sites such as construction depots and batching plants.
- l) The Contractor shall design and implement his blasting techniques so as to minimise dust, noise, vibration generation and prevention fly rock.
- m) Blasting technique should be consistent not only with nature and quality of rock to be blasted but also the location of blasting.
- n) The contractor shall give preference to explosives with better environmental characteristics.
- o) The Contractor shall protect structures, utilities, pavements roads and other facilities from disfiguration and damage as a result of his activities. Where this is not possible, the contractor shall restore the structures, utilities, pavements, roads and other facilities to their original or better, failing which the rectification/restoration work shall be carried out at the risk and cost of the contractor.

1.2 Water Quality

- a) The Contractor shall comply with the Indian Government legislation and other State regulations in existence in Udhampur (J&K) in so far as they relate to water pollution control and monitoring. A drainage system should be constructed at the commencement of the Works, to drain off all surface water from the work site into suitable drain outlet.
- b) The Contractor shall provide adequate precautions to ensure that no soil or debris of any kind is pushed, washed, falls or deposited on land adjacent to the site perimeter including public roads or existing stream courses and drains within or adjacent to the site. In the event of any soil or debris from construction works being deposited or any silt washed down to any area, then all such soil, debris or material and silt shall be immediately removed and the affected land and areas restored to their natural state by the Contractor to the satisfaction of the Employer.
- c) Due to lowering of potable water supplies and subsequent contamination of ground water, the Contractor is not allowed to discharge water from the site without the approval of the Employer. The Contractor must comply with the requirements of the Central Ground Water Board for discharge of water arising from dewatering. Any water obtained from dewatering systems installed in the works must be either re-used for construction purposes and this water may subsequently be discharged to the drainage system or, if not re-used, recharged to the ground water at suitable aquifer levels. The Contractor must submit his proposals for approval of Employer, on his proposed locations of dewatering of excavation and collection of water for either construction reuse or recharge directly to aquifers. The Contractor's recharge proposals must be sufficient for recharging of the quantity of water remaining after deduction of water reused for construction. During dewatering, the contractor shall monitor ground water levels from wells to ensure that draw down levels do not exceed allowable limits. The Contractor will not be permitted to directly discharge, to the drainage system, unused ground water obtaining from the excavation without obtaining approval of Employer or the Agency controlling the system.
- d) The Contractor shall ensure that earth, bentonite, chemicals and concrete agitator washings etc. are not deposited in the watercourses but are suitably collected and residue disposed off in a manner approved by local authorities.
- e) All water and waste products (surface runoff and wastewater) arising on the site shall be collected and removed from the site via a suitable and properly designed temporary drainage system and disposed off at a location and in a manner that will cause neither pollution nor nuisance.
- f) Any mud slurry from drilling, tunnelling, diaphragm wall construction or grouting etc. shall not be discharged into the drainage system unless treatment is carried out that will remove silt, mud particles, bentonite etc. The Contractor shall provide treatment facilities as necessary to prevent the discharge of contaminated ground water.

- g) The Contractor shall discharge wastewater arising out of site office, canteen or toilet facilities constructed by him into sewers after obtaining prior approval of agency controlling the system. A wastewater drainage system shall be provided to drain wastewater into the sewerage system.
- h) The bentonite mixing, treatment and handling system shall be established by the contractor giving due regard to its environmental impacts. The disposal of redundant bentonite shall be carefully considered whether in bulk or liquid form. The disposal location will be advised and agreed with the relevant authorities.
- i) The Contractor shall take measures to prevent discharge of oil and grease during spillage from reaching drainage system or any water body. Oil removal / interceptors shall be provided to treat oil waste from workshop areas etc.
- j) The Contractor shall apply to the appropriate authority for installing bore wells for water supply at site.

1.3 **Landscape and Greenery**

- a) As far as is reasonably practicable, the Contractor shall maintain ecological balance by preventing deforestation and defacing of natural landscape. In respect of ecological balance, the Contractor shall observe the following instructions.
- b) The Contractor shall, so conduct his construction operations, as to prevent any avoidable destruction, scarring or defacing of natural surroundings in the vicinity of work.
- c) Where destruction, scarring, damage or defacing may occur as a result of operations relating to Permanent or Temporary works, the same shall be repaired, replanted or otherwise corrected at Contractor's expense. All work areas shall be smoothened and graded in a manner to conform to natural appearance of the landscape as directed by the Employer.

1.4 **Waste**

- a) The contractor is required to develop, institute and maintain a Waste Management Programme (WMP) during the construction of the project for his works, which may include: -
 - i) Identification of disposal sites.
 - ii) Identification of quantities to be excavated and disposed off.
 - iii) Identification of split between waste and inert material
 - iv) Identification of amounts intended to be stored temporarily on-site location of such storage.
 - v) Identification of intended transport means and route.
 - vi) Obtaining permission, where required, for disposal.

- b) Such a mechanism is intended to ensure that the designation of areas for the segregation and temporary storage of reusable and recyclable materials are incorporate into the WMP. The WMP should be prepared and submitted to the Engineer for approval.
- c) The Contractor shall handle waste in a manner that ensures they are held securely without loss or leakage thus minimizing potential for pollution. The Contractor shall maintain and clean waste storage areas regularly. The Contractor shall remove waste in a timely manner and disposed off at landfill sites after obtaining approval of Conservancy and Sanitation Engineering Department of Municipal Corporation of Udhampur for its disposal.
- d) Burning of wastes is prohibited. The Contractor shall not burn debris or vegetation or construction waste on the site but remove it in accordance with above.
- e) The Contractor shall make arrangement to dispose of metal scrap and other saleable waste to authorized dealer and make available to the Employer on request, records of such sales.

1.5 Hazardous Waste Management

- a) If encountered or generated as a result of Contractor's activity, then waste classified as hazardous under the —Hazardous Wastes (Management & Handling) Rules, 1989, amendments 2000, 2003|| shall be disposed of in a manner in compliance with the procedure given in the rules under the aforesaid act.
- b) Chemicals classified as hazardous chemicals under —Manufacture, Storage and Import of Hazardous Chemical Rules, 1989 of Environment (Protection) Act, 1986 shall be disposed off in a manner in compliance with the procedure given in the rules under the aforesaid act.
- c) The contractor shall identify the nature and quantity of hazardous waste generated as a result of his activities and shall file a Request for Authorisation with Saharsa/ Bihar Pollution Control Committee along with a map showing the location of storage area.
- d) Outside the storage area, the contractor shall place a display board, which will display quantity and nature of hazardous waste, on date. Hazardous Waste needs to be stored in a secure place
- e) It shall be the responsibility of the contractor to ensure that hazardous wastes are stored, based on the composition, in a manner suitable for handling, storage and transport. The labelling and packaging are required to be easily visible and be able to withstand physical conditions and climatic factors.

- f) The contractor shall approach only Authorised Recyclers of Hazardous Waste for disposal of Hazardous Waste, under intimation to the Employer.
- g) Submittal of all environment related documents and records pertaining to monitoring and trend analysis on key parameters such as but not limited to consumption/efficient use of resources such as energy, water, material such as cement, fly ash, iron and steel, recycle/reuse of waste etc. that shall have demonstrated continual improvement in the implementation of Environmental Management System. Failure to do so the employer shall impose appropriate penalty as indicated under penalty clause.

1.6 **Energy Management**

- a) The contractor shall use and maintain equipment so as to conserve energy and shall be able to produce demonstrable evidence of the same upon Employer's request.
- b) Measures to conserve energy include but not limited to the following:
 - i) Use of energy efficient motors and pumps
 - ii) Use of energy efficient lighting, which uses energy efficient luminaries
 - iii) Adequate and uniform illumination level at construction sites suitable for the task
 - iv) Proper size and length of cables and wires to match the rating of equipment
 - v) Use of energy efficient air conditioners
- c) The contractor shall design site offices maximum daylight and minimum heat gain. The rooms shall be well insulated to enhance the efficiency of air conditioners and the use of solar films on windows may be used where feasible.

The contractor shall comply the directives of Hon'ble National Green Tribunal dated 04.12.2014 & 10.04.2015 and EIA Guidance Manual issued in February 2010 and Construction & Demolition Waste Management Rules, 2016. The compliance of the contractor shall not be limited to the following:

- a) The contractor shall not store/dump construction material or debris on metalled road.
- b) The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
- c) The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.

- d) The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precaution that the vehicle are properly cleaned and dust free to ensure that enroute their destination, the dust, sand or any other particles are not released in air/contaminate air.
- e) The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- f) The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
- g) The contractor shall ensure that C&D waste is transported to the approved C&D waste site of local authority only as per Construction & Demolition Waste Management Rules, 2016 and due record shall be maintained by the contractor.
- h) The contractor shall compulsorily use jet in grinding and stone cutting.
- i) The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF Guidelines, 2010.
- j) The contractor shall carry out On-Road-Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.
- k) The contractor shall ensure that the DG sets comply emission norms notified by MoEF.
- l) The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
- m) The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- n) No extra payment will be made for operation/activity mentioned at Sl. No. 2(a) to (m) above.

1.7 Proper safety, drinking facilities and housing facilities would be provided to the labours working on the site.

1.8 Proper sanitation facilities would also be ensured during the construction time.

- 1.9 Also, crèche facility would also be provided on the site for the children of labours.
- 1.10 Adapt measures to create and spread environmental awareness by organising the environmental awareness programmes, placing environment protection & awareness signages inside the building premises.
- 1.11 Extra mile for sustainability
- 1.12 Maximum use of natural light and ventilation in the building.
- 1.13 Zoning and segregation of similar energy usage areas to centralize the functioning.
- 1.14 Use of solar water heating devises.
- 1.15 Rainwater harvesting system through recharge borewell.
- 1.16 Usage of energy-efficient lights. Recycle the wastewater for secondary usage.
- 1.17 **Universal Accessibility:**
Building would be designed in compliance with the NBC code in order to be friendly for the differently abled people. The following points are taken in consideration for the same:
- Appropriately designed preferred car park space(s) having an easy access to the main entrance or closer to the lift lobby.
 - Easy access to the main entrance of the building.
 - Non-slippery ramps with handrails on at least one side.
 - Braille and audio assistance in lifts for visually impaired people.
 - Uniformity in floor level for hindrance-free movement in common areas & exterior areas.
 - Rest rooms (toilets) in common areas designed for differently abled people as per NBC.
 - Walkways/ pathways with adequate width in exterior areas.
- 1.18 Dedicated facilities for service staff on site.
- Doors for wheelchair access in the toilets to be provided. An adequate number of toilets need to be provided for differently-abled individuals.
 - Provision for braille and audio assistance should be provided in the lifts keeping in mind, the ease of access for the differently abled individuals.
 - At the entrance of the building curb ramps are provided wherever required to facilitate the smooth movement of differently-abled individuals as per standard.

Schedule –D: Annex I (Part-IX)

Compliance to Safety & Health Manual

AIRPORTS AUTHORITY OF INDIA

1. SAFETY CODE

- a) Suitable Scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
- b) Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding on staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- c) Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
- d) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.(3ft.)
- e) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 $\frac{1}{2}$ ") for ladder upto and including 3m. (10ft.) in length. For long ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any

such suit, action or proceedings to any such person on which may, with the consent of the contractor, be paid to compensate any claim by any such person.

- f) a. **Excavation and Trenching** – All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30m. (100ft.) in length or fraction thereof, Ladder shall extend from bottom of the Trench to at least 90cm (3fts) above the surface of the ground. The side of the trenches which are 1.5 m. (5 ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated material shall not be placed within 1.5 m. (5 ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.
- b. **Safety Measures for digging bore holes: -**
 - i) If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
 - ii) During drilling, Sign boards should be erected near the site with the address of the drilling contractor and the Engineer-in-charge of the work;
 - iii) Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50 Mtr all around the point of drilling to avoid entry of people/animals;
 - iv) After drilling the bore well, a cement platform (0.50 Mtr x 0.50 Mtr x 1.20 Mtr) 0.60 Mtr above ground level and 0.60 Mtr below ground level should be constructed around the well casing;
 - v) After the completion of the borewell, the contractor should kept the borewell properly by Id welding steel plate, cover the borewell with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
 - vi) After the borewell is drilled the entire site should be brought to the ground level;
- g) **Demolition** – Before any demolition work is commenced and also during the progress of the work,
 - i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

- ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- h) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided.
- i) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
 - iii) Those engaged in welding works shall be provided with welder's protective eye-shields.
 - iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measures are adhered to: -
 - Entry for workers into the line shall not be allowed except under supervision of the Sr. Superintendent (Engg.) or any other higher officer.
 - At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
 - Before entry, presence of toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.

- Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with oxygen kit.
- Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
- The area should be barricaded or condoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
- No smoking or open flames shall be allowed near the blocked manhole being cleaned.
- The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
- Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.
- Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non-sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- The workers engaged for cleaning the manholes / sewers should be properly trained before allowing to work in the manhole.
- The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non-sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.

- Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
 - If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
 - The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.
- vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -
- No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is dry rubbed and scrapped.
 - Overall shall be supplied by the contractors to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- i) The Contractor shall not employ women and men below the age of 18 on the work of painting with product containing lead in any form, wherever men above the age of 18 are employed on the work of lead painting, the following principles must be observed for such use:
- i) White lead, sulphate of lead or product containing these pigments, shall not be used in painting operation except in the form of pastes or paint ready for use.
 - ii) Measures shall be taken, wherever required in order to prevent danger arising from the application of a paint in the form of spray.
 - iii) Measures shall be taken, wherever practicable, to prevent danger arising out of from dust caused by dry rubbing down and scraping.
 - iv) Adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

- v) Overall shall be worn by working painters during the whole of working period.
- vi) Suitable arrangement shall be made to prevent clothing put off during working hours being spoiled by painting materials.
- vii) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority of AAI.
- viii) AAI may require, when necessary medical examination of workers.
- ix) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- j) When the work is done near any place where there is risk of drowning, all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.
- k) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:
 - i)
 - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
 - b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
 - ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
 - iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 - iv) In case of departmental machines, the safe working load shall be notified by the Electrical Engineer-in-Charge. As regards contractor's machines

the contractors shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work and get it verified by the electrical Engineer concerned.

- l) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- m) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- n) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- o) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in- Charge of the department or their representatives.
- p) Notwithstanding the above clauses from (a) to (o), there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

2. ADDITIONAL SAFETY REQUIREMENTS

2.1 General

2.2 The objective of these guidelines is to ensure that adequate precautions are taken to avoid accidents, during construction. These requirements shall be read together with AAI Safety Code.

2.3 This document defines the principal requirements of the AAI on Safety associated with the contractor / specialized agency and any other agency to be practiced at construction worksites at all time. This document applies to all aspects of the contractor's scope of work, including all aspects conducted by specialized agencies and all other agencies. There shall be no activity associated to the contract, which is exempted from the purview of this document.

- 2.4 The contractor shall appoint the required safety personnel as prescribed in schedule F based upon the statutory requirement and establish the safety organization.
- 2.5 In case if the contractor fail to provide the minimum required manpower as illustrated above or fail to fill up vacancies created within 14 days, the same shall be provided by the AAI at contractor's cost. Any administrative expenses involved to provide the same like paper advertisement or manpower consultant charges, etc shall also be at the cost of contractor.

3. ACTION AND PRECAUTIONS TO BE TAKEN BY CONTRACTOR

a) Personal Protective Equipment (PPEs)

- i) The contractor shall provide required Personal Protective Equipment (PPEs) to workmen to protect against safety and / or health hazards. Primarily PPEs are required for the following protection:
 - Head Protection (Safety helmets)
 - Foot Protection (Safety footwear, Gumboot, etc)
 - Body Protection (High visibility clothing (waistcoat/jacket), Apron, etc)
 - Personal fall protection (Full body harness, Rope-grap fall arrester, etc)
 - Eye Protection (Goggles, Welders glasses, etc)
 - Hand Protection (Gloves, Finger coats, etc)
 - Respiratory Protection. (Nose mask, SCBAs, etc)
 - Hearing Protection (Ear plugs, Ear muffs, etc)
- ii) The PPEs and safety appliances provided by the contractor shall be of the standard as prescribed by Bureau of Indian Standards (BIS). If materials conforming to BIS standards are not available, the contractor as approved by the Employer shall procure PPE and safety appliances.
- iii) All construction workers should be provided with high visibility jackets with reflective tapes confirming to the requirement specified under BS EN 471: 1994. The conspicuity of workmen at all times shall be increased so as to protect them.
- iv) The contractor shall provide safety helmet, safety shoe and high visibility clothing for all employees including workmen, AAI staff, consultant staff, traffic marshal and other employees who are engaged for any work under this contract as per the following requirement.

| All employees of the Contractor including workmen | Traffic marshals |
|---|---|
| i) Hard hat with company Logo | i) Hard hat with reflective tape |
| ii) Safety boots | ii) Safety boots |
| iii) Hi-visibility waistcoat covering upper | iii) Hi-visibility jacket covering upper body |

| All employees of the Contractor including workmen | Traffic marshals |
|--|--|
| <p>body and meeting the following requirements as per BS EN 471:1994:</p> <p>a) Background in fluorescent orange-red in colour</p> <p>b) Two vertical green strips of 5cm wide on front side, covering the torso at least 500 cm²</p> <p>c) Two diagonal strips of 5 cm wide on back in an 'X' pattern covering at least 570cm²</p> <p>d) Horizontal strips not less than 5cm wide running around the bottom of the vertical strip in front and 'X' pattern at back.</p> <p>e) The bottom strip shall be at a distance of 5cm from the bottom of the vest.</p> <p>f) Strips must be retro reflective and fluorescent</p> <p>g) Waistcoat shall have a side adjustable fit and a side and front tear-away feature on vests made of nylon.</p> | <p>and meeting the following requirements as per BS EN 471:1994:</p> <p>a) Background in fluorescent orange-red in colour</p> <p>b) Jackets with full-length sleeves with two bands of retro reflective material, which shall be placed at the same height on the garment as those of the torso. The upper band shall encircle the upper part of the sleeves between the elbow and the shoulder; the bottom of the lower band shall not be less than 5cm from the bottom of the sleeve.</p> <p>c) Two vertical green strips of 5cm wide on front side, covering the torso at least 500 cm²</p> <p>d) Two diagonal strips of 5 cm wide on back in an 'X' pattern covering at least 570cm²</p> <p>e) Horizontal strips not less than 5cm wide running around the bottom of the vertical strip in front and 'X' pattern at back.</p> <p>f) The bottom strip shall be at a distance of 5cm from the bottom of the vest.</p> <p>g) Strips must be retro reflective and fluorescent.</p> |

Colour coding for helmets

| Safety Helmet Colour Code (Every Helmet should have the LOGO* affixed /painted) | Person to use |
|--|---|
| White | AAI staffs with AAI logo |
| Blue | All Designers, Architect, Consultants, etc. |
| Grey | Main Contractors (Engineers / Supervisors) |
| Violet | All Specialized agencies (Engineers / Supervisors) |
| Red | Electricians (Both Contractor and Specialized agencies) |

| | |
|--------|---|
| Green | Safety Professionals (Both Contractor and Specialized agencies) |
| Orange | Security Guards / Traffic marshals |
| Yellow | All workmen |
| White | (with "VISITOR" sticker) Visitors |

Note: LOGO*

1. Logo shall have its outer dimension 2||X2|| and shall be conspicuous
2. Logo shall be either painted or affixed
3. No words shall come either on Top / Bottom of Logo

Logo of the corresponding main contracting company for their employees and subcontracting company for their employees shall only be used.

- v) In addition to the above any other PPE required for any specific jobs like, welding and cutting, working at height, etc shall also be provided to all workmen and also ensure that all workmen use the PPEs properly while on the job.
- vi) The contractor shall not pay any cash amount in lieu of PPE to the workers/subcontractors and expect them to buy and use during work. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the Employer during the inspections. Failing to do so shall invite appropriate penalty as per the provisions of the contract.
- vii) **Visitors to site**

No visitor is allowed to enter the site without the permission of the AAI. It is always the duty of the contractor to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post. All authorized visitors should report at the site office. Contractor shall provide visitor's helmet (White helmet with visitor sticker) and other PPEs like Safety Shoe, reflective jacket, respiratory protection etc. as per requirement of the site. All Visitors shall be accompanied at all times by a responsible member of the site personnel. The contractor shall be fully responsible for all visitors 'safety and health within the site.

b) **Lifting Appliances and Gear**

- i) Lifting appliances means a crane, hoist machinery, derrick, winch, gin pole, sheer legs, jack, hoist drum, slewing machinery, slewing bearing fasteners, lofting machinery sheaves, pulley blocks, hooks or other equipment used for lifting materials, objects or building workers and lifting gears means ropes, chain slings, shackles, hooks, lifting lugs, wire

ropes, lifting eyebolts and eyenuts and other accessories of a lifting appliance

- ii) Use of Tractor Transmission Type Pick and Carry Hydra crane —Tractor Transmission Type Pick and Carry Hydra crane-Ist Generation model is prohibited at AAI works. Contractor shall mobilize Truck transmission Type pick and hydra crane-2nd Generation model only.
- iii) No machine shall be selected to do any lifting on a specific job until its size and characteristics are considered against:
 - the weights, dimensions and lift radii of the heaviest and largest loads
 - the maximum lift height, the maximum lift radius and the weight of the loads that must be handled at each
 - the number and frequency of lifts to be made
 - how long the crane will be required on site
 - The type of lifting to be done (for example, is precision placement of loads important?
 - the type of carrier required (this depends on ground conditions and machine capacity In its operating quadrants: capacity is normally greatest over the rear, less over the side, and non-existent over the front
 - whether loads will have to be walked or carried
 - whether loads will have to be suspended for lengthy periods
 - the site conditions, including the ground where the machine will be set up, access roads and ramps it must travel, space for erection and any obstacles that might impede access or operation
- iv) The laminated photocopies of fitness certificate issued by competent person, the operators photo, manufacturer's load chart and competency certificate shall always be either kept in the operator cabin or pasted on the visible surface of the lifting appliances. All lifting appliances and loose gears shall be clearly marked for its safe working load and identification by stamping or other suitable means.
- v) The contractor shall also maintain a register containing a system of identification of all tools and tackles, its date of purchase, safe working load, competent person date of examination etc.
- vi) Test and periodical examination of lifting appliances and gears
- vii) All lifting appliances including all parts and gears thereof, whether fixed or movable shall be thoroughly tested and examined by a competent person once at least in every six months or after it has undergone any alterations or repairs liable to affect its strength or stability. Within the validity, if the lifting appliances are shifted to a new site, re-examination by the same competent person for ensuring its safety shall also be done.

- viii) Contractors can utilise the services of any competent person as defined in Factories Act, 1948 and approved by Chief Inspector of Factories with the permission of the AAI.
- ix) All alarms and signals like automatic safe load indicators (SLI), boom angle indicators, boom extension indicators, over lift boom alarm, swing alarm, hydraulic safety valves, mechanical radius indicators, load moment indicators etc. shall be periodically examined and maintained always in working condition
- x) Automatic safe load indicators: Every lifting appliances and gears like cranes, hydras etc, if so constructed that the safe working load may be varied by raising or lowering of the jib or otherwise shall be attached with an automatic indicator of safe working loads approved by Bureau of Indian standards/ International certifying bodies which gives a warning to the operator and arrests further movements of the lifting parts.
- xi) Qualification of operator of lifting appliances and of signaller etc
The contractor shall not employ any person to drive or operate a lifting machinelike crane, hydra etc whether driven by mechanical power or otherwise or to give signals to work as a operator of a rigger or derricks unless he
 - is above twenty-one years of age and possesses a valid heavy transport vehicle driving licence as per Motor Vehicle Act and Rules.
 - is absolutely competent and reliable
 - possesses the knowledge of the inherent risks involved in the operation of lifting appliances by undergoing a formal training at any institution of national importance acceptable to Employer
 - is medically examined periodically as specified in schedule VII of BOCW Rules.

c) **General requirements of appliances**

- i) Out-of level
 - One of the most severe effects of being out-of fit level is that side loads develop in the boom. Because of side loads all mobile cranes lose capacity rapidly as the degree of out-of-level increases and therefore
- ii) Boom
 - The boom is one of the more critical elements of the crane and must be in perfect condition at all time. No boom section with a bent lattice member shall be allowed
 - All welds shall be crack and corrosion free
 - No member of the boom shall be bent

- All telescopic boom shall be free from cracks, rust, flaking or cracked paint, bulges, greases or varnishes
- All hydraulic piping and fittings shall be maintained leak proof.

iii) Sweep area

- The works are of the construction machinery shall be always free from obstructions.

iv) Operator cab

The operator cab shall possess good and safe:

- structure, windows and windshield wipers
- Drivers chair and foot rest
- Control handles
- Cab instrumentation
- Telecommunication
- Cab out fitting
- wind indicator with an adjustable set point shall be in a position representative for the wind on the crane. The indicator shall give continuous information regarding constant speeds and gusts.

d) **Mandatory rigging requirements**

- Rigging shall be done under experienced and qualified rigger only.
- The primary requirement in rigging shall be to assess the weight of load before attempting any lift.
- All hooks shall be fitted with Master Rings having certificate of fitness from the competent person, so that the hooks are subjected to balanced vertical loading only.
- Only four legged slings shall be allowed which includes master link (ring), intermediate master link (ring) if necessary, chain / wire rope sling, sling hook or other terminal fitting.
- Hand spliced slings up to 32mm diameter shall not be used at site for any lifting purpose. No load shall be slewed over public areas without stopping the pedestrians and road traffic first.

e) **Requirements of outriggers**

- All outriggers shall be fully extended and all tyres are clear of the ground
- Heavy duty blocking having large bearing area shall be necessary to prevent sinking of floats

- All loads shall have tag-lines attached in order to ensure that the load can be controlled at all times.
- No close working to any live overhead power line is permitted without the operation of a strict Permit to Work.
- Minimum lighting is to be ensured at all lifting operations.

f) **Launching Operation**

As launching operation is one of the riskiest jobs, the contractor shall take utmost precaution at all stages. The contractor shall prepare a comprehensive Method Statement for the launching & operation. Particular reference shall be made to the provisions on working at height. As the entire process of launching has to be undertaken at an elevated level the safety of workers and the truss is paramount important.

g) **Construction machinery**

Construction machineries may include dumpers and dump trucks, lift trucks and telescopic handlers piling rigs, vibro hammers, welding equipments, mobile elevating work platforms, cranes, tipper lorries, lorry loaders, , 360° excavators, 180° backhoe loaders, crawler tractors, scrapers, graders, loading shovels, trenchers, side booms, pavers, planers, chippers, road rollers, locomotives, tankers and bowsers, trailers, hydraulic and mechanical breakers etc.

h) **Safe worthiness certificate**

Every construction equipment shall be in sound mechanical working condition and certified by either competent person under Factories Act or manufacturers' warranty in case of brand new equipments or authorized persons / firms approved by Employer before induction to any site. Every such certificate shall have the date of purchase, main overhauling undertaken in the past, any accident to the equipment, visual examination details, critical components safety check, list of safety devices and its working condition, manufacturer's maintenance checklist, past projects wherein the equipments were used etc as its minimum content.

i) **Reverse Horns**

All Vehicles shall be fitted with audible reverse alarms and maintained in good working condition. Reversing shall be done only when there is adequate rear view visibility or under the directions of a banksman.

j) **General operating procedures**

- Drivers entering site shall be instructed to follow the safe system of work adopted on site. These shall be verbal instructions or, preferably, written instructions showing the relevant site rules, the site layout, delivery areas, speed limits, etc.
- No passengers shall be carried, unless specific seating has been provided in accordance with the manufacturer's recommendations.
- Working on gradients beyond any equipments capability shall not be allowed.
- Prevention of dumper and dump truck accidents should be managed by providing wheel stops at a sufficient distance from the edges of excavations, spoil heaps, pits, etc.
- The manufacturer's recommended bucket size must not be exceeded in excavators.
- If excavators operating on a gradient which cannot be avoided, it must be ensured that the working cycle is slowed down, that the bucket is not extended too far in the downhill direction, and that travel is undertaken with extreme caution. A large excavator must never be permitted to travel in a confined area, or around people, without a banksman to guide the driver, who should have the excavator attachment close in to the machine, with the bucket just clear of the ground. On wheeled excavators, it is essential that the tyres are in good condition and correctly inflated. If stabilizing devices are fitted, they should be employed when the machine is excavating.
- When the front shovel of the 1800 backhoe loaders is being employed, the backhoe attachment shall be in its —travel|| position, with the safety locking device in place. `
- When operating the backhoe in poor ground conditions, the stabilisers tend to sink into the surface of the ground, reducing stability. Therefore, frequent checks shall be made for the stability of the machine. The loading shovel should always be lowered to the ground to stabilise the machine when the backhoe is employed.
- The netting operation of the skip wagons should be carried out prior to lifting the skip to reduce the risks of working on the rear platform
- If a tractor dozer is employed on clearing scrub or felling trees, it shall be provided with adequate driver protection.
- When two or more scrapers are working on the same job, a minimum distance of at least 25m shall be kept between them. ``

- In case of hydraulic breakers, hydraulic rams and hoses shall be in good working condition

k) **Machine and general area guarding**

The contractor shall ensure at the construction site all motors, cogwheels, chains and friction gearing, flywheels, shafting, dangerous and moving parts of machinery are securely fenced or legged. The fencing of dangerous part of machinery is not removed while such machinery is in motion or in use.

l) **Manual lifting and carrying of excessive weight**

The contractor shall ensure at his construction site of a building or other construction work that no building worker lifts by hand or carries overhead or over his back or shoulders any material, article, tool or appliances exceeding in weight as said below as per Rule 38 of BOCWR, Unless aided by another building worker or device.

Person Maximum weight in kg.

Adult man 55

Adult woman 30

No building worker aided by other building worker shall lift or carry weight higher than or exceeding the sum of total of maximum limits set out for each building worker separately as mentioned above.

m) **Site Electricity**
Competency of Electrical personnel:

The contractor shall employ qualified and competent electrical personnel.

Assessment of power

- The contractor shall assess the size and location of the electrical loads and the manner in which they vary with time during the currency of the contract.
- The contractor shall elaborate as to how the total supply is to be obtained / generated. The details of the source of electricity, earthing requirement, substation / panel boards, distribution system shall be prepared and necessary approval from Employer obtained before proceeding of the execution of the job.
- The main contractor shall take consideration, the requirements of the sub / petty contractors" electric power supply and arrive at the capacity of main source of power supply from diesel generators.

- As the sub / petty contractors" small capacity generators create more noise and safety hazard, no small capacity diesel generators shall be allowed for whatsoever the type of job to be executed under this contract.
- If any unsafe noise making small capacity diesel generators are found used by sub / petty contractors the main contractor shall ensure replacement of same.

Work on site

The contractor shall also submit electrical single line diagram, schematic diagram and the details of the equipment for all temporary electrical installation and these diagrams together with the temporary electrical equipment shall be submitted to the AAI for necessary approval.

Strength and capability of electrical equipment

No electrical equipment shall be put into use where its strength and capability may be exceeded in such a way as may give rise to danger.

Adverse or hazardous environments

Electrical equipment which may reasonably foreseeably be exposed to-

- Mechanical damage;
- The effects of the weather, natural hazards, temperature or pressure;
- The effects of wet, dirty, dusty or corrosive conditions; or
- any flammable or explosive substance, including dusts, vapours or gases, shall be of such construction or as necessary protected as to prevent, so far as is reasonably practicable, danger arising from such exposure.

Distribution system:

The contractor shall provide distribution system for control and distribution of electricity from a main AC supply of 50Hz for typical appliances,

- Fixed plant – 400V 3 phase
- Movable plant fed via trailing cable over 3.75 kW – 400 3 phases
- Installation in site buildings – 230V single phase
- Fixed flood lighting – 230V single phase
- Portable and hand tools – 115V single phase
- Site lighting - 115V single phase
- Portable hand lamps – 115V single phase

Electrical protection circuits

- Precautions shall be taken, either by earthing or by other suitable means, to prevent danger arising when any conductor (other than a circuit conductor) which may reasonably foreseeable become charged as a result of either the use of a system, or a fault in a system, becomes so charged. A conductor shall be regarded as earthed when conductors of sufficient strength and current-carrying capability to discharge electrical energy to earth connect it to the general mass of earth. If a circuit conductor is connected to earth or to any other reference point, nothing which might reasonably be expected to give rise to danger by breaking the electrical

continuity or introducing high impedance shall be placed in that conductor unless suitable precautions are taken to prevent that danger.

- Appropriate electrical protection shall be provided for all circuits, against over load, short circuit and earth fault current.
- The contractor shall provide sufficient ELCBs (maintain sensitivity 30 mA) / RCCBs for all the equipments (including Potable equipments), electrical switchboards, distribution panels etc. to prevent electrical shocks to the workers.
- All protection devices shall be capable of interrupting the circuit without damage to any equipments and circuits in case of any fault may occur.
- Rating of fuses and circuit breakers used for the protection of circuits should be coordinate with equipment power ratings.
- Protection against lightning shall be ensured to all equipment kept in open at sites.

Cables

- Cables shall be selected after full consideration of the condition to which they shall be exposed and the duties for which they are required. Supply cable up to 3.3 kV shall be in accordance with BS 6346.
- For supplies to mobile or transportable equipment where operating of the equipment subjects the cable to flexing, the cable shall conform to any of these codes BS 6007 / BS 6500 / BS 7375.
- Flexible cords with a conductor cross sectional area smaller than 1.5 mm² shall not be used and insulated flexible cable shall conform to BS 6500 and BS 7375.
- Where low voltage cables are to be used, reference shall be made to BS 7375. The following standards shall also be referred to particularly for underground cables BS 6346 and BS 6708
- Cables buried directly in the ground shall be of a type incorporating armour or metal sheath or both. Such cables shall be marked by cable covers or a suitable marking tape and be buried at a sufficient depth to avoid their being damaged by any disturbance of the ground. Cable routes shall be marked on the plans kept in the site electrical register.
- Cabling passing under the walk way and across way for transport and mobile equipment shall be laid in ducts at a minimum depth of 0.6 meters.
- Cables that need to cross open areas, or where span of 3m or more are involved, a catenary wire on poles or other supports shall be provided for

convenient means of suspension. Minimum height shall be 6 m above ground.

- Cables carrying a voltage to earth in excess of 65V other than supply for welding process shall have metal armour or sheath, which has been effectively earthed and monitored by the contractor. In case of flexible and trailing cables such earthed metal sheath and/or armour should be in addition to the earth core in the cable and shall not be used as the protective conductor.
- Armoured cables having an over-sheath of polyvinyl chloride (PVC) or an oil resisting and flame retardant compound shall be used whenever there is a risk of mechanical damage occurring.

Plugs, socket-outlets and couplers:

- The contractor shall ensure plugs, socket-outlets, and couplers available in the construction site as "splash proof" type. The minimum degree of Ingress Protection should be of IP44 in accordance with BS EN 60529.
- Only plugs and fittings of the weatherproof type shall be used and they should be colour coded in accordance with the internationally recognised standards for example as detailed as follows:
 - ❖ 110 volts: Yellow.
 - ❖ 240 volts: Blue.
 - ❖ 415 volts: Red.

Connections

Every joint and connection in a system shall be mechanically and electrically suitable for use to prevent danger. Proper cable connectors as per national/international standards shall only be used to connect cables.

No loose connections or tapped joints shall be allowed anywhere in the work site, office area, stores and other areas. Penalty as per relevant clause shall be put in case of observation of any tapped joints.

Portable and hand-held equipments:

The contractor shall ensure the use of double insulated or all-insulated portable electrical hand equipment may be used without earthing (i.e. two core cables), but they shall still be used only on 110V because of the risk of damage to trailing leads.

Other equipments:

- All equipment shall have the provision for major switch/cut-off switch in the equipment itself.
- All non-current carrying metal parts of electrical equipment shall be earthed through insulated cable

- Isolate exposed high-voltage (over 415 Volts) equipment, such as transformer banks, open switches, and similar equipment with exposed energized parts and prevent unauthorised access.
- Approved perimeter markings shall be used to isolate restricted areas from designated work areas and entryways and shall be erected before work begins and maintained for entire duration of work. Approved perimeter marking shall be installed with either red barrier tape printed with the words "DANGER—HIGH VOLTAGE" or a barrier of yellow or orange synthetic rope, approximately 1 to 1.5 meter above the floor or work surface

Work on or near live conductors

No person shall be engaged in any work activity on or so near any live conductor (other than one suitably covered with insulating material so as to prevent danger) that danger may arise unless

- it is unreasonable in all the circumstances for it to be dead; and
- it is reasonable in all the circumstances for him to be at work on or near it while it is live; and
- Suitable precautions (including where necessary the provision of suitable protective equipment) are taken to prevent injury.

Inspection and Maintenance:

- All electrical equipment should be permanently numbered and a record kept of the date of issue, date of last inspection and recommended inspection period.
- Fixed installations shall be inspected at least at three monthly intervals; routine maintenance being carried out in accordance with equipment manufactures recommendations.

Lighting:

The contractor shall provide sufficient site lighting, of the right type and at the right place for it to be properly effective. Lighting ought not to introduce the risk of electric shock. Therefore, 230V supplies should be used for those fittings, which are robustly installed, and well out of reach e.g. flood lighting or high-pressure discharge lamps.

Selection of Luminaries:

The contractor shall select the luminaries as per the area requirement indicated below:

| Type of Lighting | Area of Requirement | Luminaries |
|-------------------------|---|--|
| Area Lighting | Workmen and vehicles to move about in safely | i) Shovel type: non-symmetrical ii) Symmetrical or non-symmetrical tungsten halogen |
| Beam flood lighting | Concentrated light over an area from a relatively great distance. | i) Portable flood light (Conical beam) ii) Wide angle flood (fan |

| | | |
|---------------------|--|--|
| | | shaped beam) iii) Medium or narrow angle flood (Conical beam) |
| Dispersive lighting | Lighting for indoor | i) Dispersive (Mercury florescent) ii) Florescent trough |
| Walkway lighting | Lighting for stairways, ladder ways, corridors, scaffold access routes, etc. | i) Well glass unit ii) Bulkhead unit (tungsten filament) iii) Bulk head unit (Florescent) |
| Local lighting | Lighting on sites and fittings are generally accessible to operatives | i) PAR (Parabolic Aluminised Reflector) lamp cluster ii) Festoons (with or without shades) iii) Adjustable florescent work lamp iv) Portable flood lamp (mounted on own cable drum) |

- The contractor shall ensure that luminaries should always be placed so that no person is required to work in their own shadow and so that the local light for one person is not a source of glare for the others. Strongly made clamps should be available for attaching luminaries to poles and other convenient supports.
- Luminaries should be robust, resistant to corrosion and rain proof especially at the point of the cable entry.
- The correct type of lamp for each luminaries should always be used and when lamps need to be replaced it shall be in accordance with the supply voltage.
- Lamp holders not fitted with a lamp should be capped off.

Hand Tools and Power Tools:

General

- The contractor is wholly responsible for the safe condition of tools and equipment used by his employees and that of his sub-contractors.
- Use of short / damaged hand tools shall be avoided and the contractor shall ensure all his hand tools used at his worksite are safe to work with or stored and shall also train his employees (including his sub-contractors) for proper use thereby.
- All hand tools and power tools shall be duly inspected before use for safe operation.
- All hand tools and power tools shall have sufficient grip and the design specification on par with national/international standards on anthropometrics.

Hand tools:

- Hand tools shall include saws, chisels, axes and hatches, hammers, hand planes, screw drivers, crow bars, nail pullers. The contractor shall ensure that,
- For crosscutting of hardwood, saws with larger teeth points (no. of points per inch) shall be preferred to avoid the saw jumping out of the job.
- Mushroom headed chisels shall not be used in the worksite where the fragments of the head may cause injury.
- Unless hatchet has a striking face, it shall be used as a hammer.
- Only knives of retractable blades shall be used in the worksite.
- No screwdrivers shall be used for scraping, chiselling or punching holes.
- A pilot hole shall always be driven before driving a screw.
- Wherever necessary, usage of proper PPEs shall be used by his employees.

Power tools

Power tools include drills, planes, routers, saws, jackhammers, grinders, sprayers, chipping hammers, air nozzles and drills. The contractor shall ensure that

- Electric tools are properly grounded or / and double insulated.
- GFCIs/ RCCBs shall be used with all portable electric tool operated especially outdoors or in wet condition.
- Before making any adjustments or changing attachments, his workers shall disconnect the tool from the power source.
- When operating in confined spaces or for prolonged periods, hearing protection shall be required.
- Tool is held firmly and the material is properly secured before turning on the tool.
- All drills shall have suitable attachments respective of the operations and powerful for ease of operation.
- When any work / operation need to be performed repeatedly or continuously, tools specifically designed for that work shall be used. The same is applicable to detachable tool bit also.
- Size of the drill shall be determined by the maximum opening of the chuck n case of drill bit.

- Attachments such as speed reducing screwdrivers and buffers shall be provided to prevent fatigue and undue muscle strain to his workers.
- Stock should be clamped or otherwise secured firmly to prevent it from moving.
- Workers shall never stand on the top of the ladder to drill holes in walls / ceilings, which can be hazardous, instead standing on the fourth or fifth rung shall be recommended.
- Electric plane shall not be operated with loose clothing or long scarf or open jacket.
- Safety guards used on right angle head or vertical portable grinders must cover a minimum of 1800 of the wheel and the spindle / wheel specifications shall be checked.
- All power tools / hand tools shall have guards at their nip points.
- Low profile safety chain shall be used in case of wood working machines and the saw shall run at high rpm when cutting and also correct chain tension shall be ensured to avoid —kickback||.
- Leather aprons and gloves shall be used as an additional personal protection auxiliary to withstand kickback.
- Push sticks shall be provided and properly used to hold the job down on the table while the heels moves the stock forward and thus preventing kickbacks.
- Air pressure is set at a suitable level for air actuated tool or equipment being used. Before changing or adjusting pneumatic tools, air pressure shall be turned off.
- Only trained employees shall use explosive actuated tools and the tool shall also be unloaded when not in use.
- Usage of such explosive actuated tools shall be avoided in case of places where explosive/flammable vapours or gases may be present.
- Explosive actuated tools and their explosives shall be stored separately and be taken out and loaded only before the time of immediate use.
- Misfired cartridges of explosive actuated tools must be placed in a container of water and be removed safely from the project.
- No worker shall point any power operated / hand tool to any other person especially during loading / unloading.

n) **Welding, Gouging and Cutting**

- Gas cylinders in use shall be kept upright on a custom-built stand or trolley fitted with a bracket to accommodate the hoses and equipment or otherwise secured. The metal cap shall be kept in place to protect the valve when the cylinder is not connected for use.
- Hose clamp or clip shall be used to connect hoses firmly in both sides of cylinders and torches.
- All gas cylinders shall be fixed with pressure regulator and dial gauges
- Non-return valve and Flashback arrester shall be fixed at both end of cylinder and torch.
- Domestic LPG cylinders shall not be used for Gas welding and cutting purpose.
- DCP or CO2 type Fire Extinguisher not less than 5 kg shall be fixed at or near to welding process zone in an easily accessible location. Fire Extinguisher should conform to IS 2190: 1992. 29.7 Use firewatchers if there is a possibility of ignition unobserved by the operator (e.g. on the other side of bulkheads).
- Oxygen cylinders and flammable gas cylinders shall be stored separately, at least 6.6 meters (20 feet) apart or separated by a fire proof, 1.6 meters (5 feet) high partition. Flammable substances shall not be stored within 50 feet of cylinder storage areas.
- Transformer used for electrical arc welding shall be fixed with Ammeter and Voltmeter and also fixed with separate main power switch.
- Welding grounds and returns should be securely attached to the work by cable lugs, by clamps in the case of stranded conductors, or by bolts for strip conductors. The ground cable will not be attached to equipment or existing installations or apparatus.
- Use a low voltage open circuit relay device if welding with alternating current in constricted or damp places.
- Take precautions against the risk of increased fume hazards when welding with chrome containing fluxed consumables or high current metal inert gas (MIG) or tungsten inert gas (TIG) processes.
- Avoid being in contact with water or wet floors when welding. Use duckboards or rubber protection.
- All electrical installations shall meet the IS: 5571: 1997 and NFPA 70 for gas cylinder storage area and other hazardous areas.

- The current for Electric arc welding shall not exceed 300 A on a hand welding operation.

o) **Dangerous and harmful environment**

As per BOCWR (The Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Central Rules, Rule 40,

- When internal combustion engines are to be used into a confined space or excavation or tunnel or any other workplace where neither natural or artificial ventilation system is inadequate to keep carbon monoxide below 50 ppm, exposure of building workers shall be avoided unless suitable measures are taken and provided by the contractor.
- No worker shall be allowed into any confined space or tank or trench or excavation wherein there is given off any dust, fumes / vapours or other impurities which is likely to be injurious or offensive, explosive or poisonous or noxious or gaseous material or other harmful articles unless steps are carried out by the contractor and certified by the responsible person to be safe.

p) **Fire prevention, protection and fighting system**

- The contractor shall ensure that construction site is provided with fire extinguishing equipment sufficient to extinguish any probable fire at construction site. An adequate water supply is provided at ample pressure as per national standard.
- Recharging of fire extinguishers and their proper maintenance should be ensured and as a minimum should meet Indian National Standards
- All drivers of vehicles, foreman, supervisors and managers shall be trained on operating the fire extinguishers and firefighting equipment.
- The contractor shall also give consideration to the provision of adequate fire-fighting arrangements within the underground and tunnelling operations including the provision of Fire Service compatible hose connections and emergency lighting
- All lifting appliances driver cabin should be provided with a suitable portable fire extinguisher.
- Combustible scrap and other construction debris should be disposed off site on a regular basis. If scrap is to be burnt on site, the burning site should be specified and located at a distance no less than 12 metres from any construction work or any other combustible material.

- Every fire, including those extinguished by contractor personnel, shall be reported to the Employer representatives.
- Emergency plans and Fire Evacuation plans shall be prepared and issued. Mock drills should be held on a regular basis to ensure the effectiveness of the arrangements and as a part of the programme, the Telephone Number of the local fire brigade should be prominently displayed near each telephone on site.

q) **Corrosive substances**

As per BOCWR Rule 44, corrosive substances including alkalis and acids shall be stored and used by a person dealing with such substances at a building / construction site in a manner that it does not endanger the building worker and suitable PPE shall be provided by the contractor to the worker during such handling and work. In case of spillage of such substances on building worker, the contractor shall take immediate remedial measures.

r) **Demolition**

The Contractor shall ensure that:

- all demolition works be carried out in a controlled manner under the management of experienced and competent supervision.
- the concerned department of the Government or local authority be informed and permission obtained wherever required. Media shall also be informed regarding this concern.
- all glass or similar materials or articles in exterior openings are removed before commencing any demolition work and all water, steam, electric, gas and other similar supply lines are put-off and such lines so located or capped with substantial coverings so as to protect it from damage and to afford safety to the building workers and public.
- examine the walls of all structures adjacent to the structure to be demolished to determine thickness, method of support to such adjacent structures
- no demolishing work be performed if the adjacent structure seems to be unsafe unless and until remedial measures like sheet piling, shoring, bracing or similar means be ensured for safety and stability for adjacent structure from collapsing.
- debris / bricks and other materials or articles shall be removed by means of :
 - ❖ chutes
 - ❖ buckets or hoists
 - ❖ through openings through floors or
 - ❖ any other safe means

- no person other than building workers or other persons essential to the operation of demolition work shall be permitted to enter a zone of demolition and the area be provided with substantial barricades.

s) **Excavation:**

The contractor shall ensure:

- Where any construction building worker engaged in excavation is exposed to hazard of falling or sliding material or article from any bank or side of such excavation which is more than one 1.5 m above his footing, such worker is protected by adequate piling and bracing against such bank or side.
- where banks of an excavation are undercut, adequate shoring is provided to support the material or article overhanging such bank.
- excavated material is not stored at least 0.65 m from the edge of an open excavation or trench and banks of such excavation or trench are stripped of loose rocks and the banks of such excavation or trench are stripped of loose rocks and other materials which may slide, roll or fall upon a construction building worker working below such bank
- metal ladders and staircases or ramps are provided, as the case may be, for safe access to and egress from excavation where, the depth of such excavation exceeds 1.5 m and such ladders, staircases or ramps comply with the IS 3696 Part 1&2 and other relevant national standards.
- trench and excavation is protected against falling of a person by suitable measures if the depth of such trench or excavation exceeds 1.5 m and such protection is an improved protection in accordance with the design and drawing of a professional engineer, where such depth exceeds 4m.

Contractor has to follow aforesaid safety requirement and nothing extra shall be payable on this account.

**MODEL RULES FOR THE PROTECTION OF
HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS
EMPLOYED BY AAI OR ITS CONTRACTORS**

1. APPLICATION

These rules shall apply to all buildings and construction works in charge of AAI in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with construction work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

- a) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 100 contract labour or part thereof ordinarily employed.
- b) The first-aid box shall be distinctly marked with a red cross on white background and shall contain the following equipment.
 - i) For work places in which the number of contract labour employed does not exceed 50 Each first –aid box shall contain the following equipments:
 - 6 small sterilised dressings
 - medium size sterilised dressings
 - large size sterilised dressings
 - large sterilised burn dressings
 - 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
 - 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - 1 snakebite lancet.
 - 1 (30 gms) bottle of potassium permanganate crystals.
 - 1 pair scissors.
 - 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.
 - 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
 - Ointment for burns.
 - A bottle of suitable surgical antiseptic solution.
 - ii) For work places in which the number of contract labour exceed 50. Each first-aid box shall contain the following equipments.
 - 12 small sterilised dressings.
 - 6 medium size sterilised dressings.
 - 6 large size sterilised dressings
 - 6 large size sterilised burn dressings.

- 6 (15 gms) packets sterilised cotton wool.
 - 1 (60 ml). Bottle containing two per cent alcoholic solution iodine.
 - 1 (60 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
 - 1 roll of adhesive plaster.
 - 1 snake bite lancet.
 - 1 (30 gms) bottle of potassium permanganate crystals.
 - 1 pair scissors.
 - 1 copy of the first-aid leaflet issued by the Director General Factory Advice Service and Labour Institute / Government of India.
 - A bottle containing 100 tablets (each of 5 gms) of aspirin.
 - Ointment for burns.
 - A bottle of suitable surgical antiseptic solution.
- c) Adequate arrangements shall be made for immediate recoupment of the equipment when necessary.
- d) Nothing except the prescribed contents shall be kept in the First-aid box.
- e) The first-aid box shall be kept in charge of a responsible person who shall always be readily available during the working hours of the work place.
- f) a person in charge of the First-aid box shall be a person trained in First-aid treatment in the work places where the number of contract labour employed is 150 or more.
- g) In work places where the number of contract labour employed is 500 or more and hospital facilities are not available within easy distance from the works. First-aid posts shall be established and run by a trained compounder. The compounder shall be on duty and shall be available at all hours when the workers are at work.
- h) Where work places are situated in places which are not towns or cities, a suitable motor transport shall be kept readily available to carry injured person or person suddenly taken ill to the nearest hospital.

4. DRINKING WATER

- a) In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c) Every water supply or storage shall be at a distance of not less than 50 feet from any latrine drain or other source of pollution. Where water has to be drawn

from an existing well which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

- d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. WASHING FACILITIES

- a) In every work place adequate and suitable facilities for washing shall be provided and maintained for the use of contract labour employed therein.
- b) Separate and adequate cleaning facilities shall be provided for the use of male and female workers.
- c) Such facilities shall be conveniently accessible and shall be kept in clean and hygienic condition.

6. LATRINES AND URINALS

- a) Latrines shall be provided in every work place on the following scale namely:
 - i) Where female are employed, there shall be at least one latrine for every 25 females.
 - ii) Where males are employed, there shall be at least one latrine for every 25 males.
- b) Provided that, where the number of males or females exceeds 100, it shall be sufficient if there is one latrine for 25 males or females as the case may be upto the first 100, and one for every 50 thereafter.
- c) Every latrine shall be under cover and so partitioned off as to secure privacy, and shall have a proper door and fastenings.
- d) Construction of latrines: The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washed inside and outside at least once a year, Latrines shall not be of a standard lower than borehole system
- e)
 - i) Where workers of both sexes are employed, there shall be displayed outside each block of latrine and urinal, a notice in the language understood by the majority of the workers "For Men only" or "For Women Only" as the case may be.
 - ii) The notice shall also bear the figure of a man or of a woman, as the case may be.

- f) There shall be at least one urinal for male workers upto 50 and one for female workers upto fifty employed at a time, provided that where the number of male or female workmen, as the case may be exceeds 500, it shall be sufficient if there is one urinal for every 50 males or females upto the first 500 and one for every 100 or part thereafter.
- g)
 - i) The latrines and urinals shall be adequately lighted and shall be maintained in a clean and sanitary condition at all times.
 - ii) Latrines and urinals other than those connected with a flush sewage system shall comply with the requirements of the Public Health Authorities.
- h) Water shall be provided by means of tap or otherwise so as to be conveniently accessible in or near the latrines and urinals.
- i) Disposal of excreta: Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator. Alternately excreta may be disposed of by putting a layer of night soil at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm. Layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn to manure).
- j) The contractor shall at his own expense, carry out all instructions issued to him by the Engineer-in-Charge to effect proper disposal of night soil and other conservancy work in respect of the contractor's workmen or employees on the site. The contractor shall be responsible for payment of any charges which may be levied by Municipal or Cantonment Authority for execution of such on his behalf.

7. PROVISION OF SHELTER DURING REST

At every place there shall be provided, free of cost, three suitable sheds, one for meals and the other two for rest separately for the use of men and women labour. The height of each shelter shall not be less than 3 metres (10 ft) from the floor level to the lowest part of the roof. These shall be kept clean and the space provided shall be on the basis of 0.6 sqm. (6 sqft) per head. Provided that the Engineer-in-Charge may permit subject to his satisfaction, a portion of the building under construction or other alternative accommodation to be used for the purpose.

8. CRECHES

- a) At every work place, at which 20 or more women workers are ordinarily employed, there shall be provided two rooms of reasonable dimensions for the use of their children under the age of six years. One room shall be used as a play room for the children and the other as their bedroom. The rooms shall be constructed with specifications as per clause 19 H (ii) a, b & c.

- b) The rooms shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean.
- c) The contractor shall supply adequate number of toys and games in the play room and sufficient number of cots and beddings in the bed room.
- d) The contractor shall provide one ayaa to look after the children in the crèche when the number of women workers does not exceed 50 and two when the number of women workers exceed 50.
- e) The use of the rooms earmarked as crèches shall be restricted to children, their attendants and mothers of the children.

9. CANTEENS

- a) In every work place where the work regarding the employment of contractor labour is likely to continue for six months and where in contract labour numbering one hundred or more are ordinarily employed, an adequate canteen shall be provided by the contractor for the use of such contract labour.
- b) The canteen shall be maintained by the contractor in an efficient manner.
- c) The canteen shall consist of at least a dining hall, kitchen, storeroom, pantry and washing places separately for workers and utensils.
- d) The canteen shall be sufficiently lighted at all times when any person has access to it.
- e) The floor shall be made of smooth and impervious materials and inside walls shall be lime washed or colour washed at least once in each year. Provided that the inside walls of the kitchen shall be lime washed every four months.
- f) The premises of the canteen shall be maintained in a clean and sanitary condition.
- g) Waste water shall be carried away in suitable covered drains and shall not be allowed to accumulate so as to cause a nuisance.
- h) Suitable arrangements shall be made for the collection and disposal of garbage.
- i) The dining hall shall accommodate at a time 30 per cent of the contract labour working at a time.
- j) The floor area of the dining hall, excluding the area occupied by the service counter and any furniture except tables and chairs shall not be less than one square metre (10 sqft) per diner to be accommodated as prescribed in sub-Rule 9.

- k)
 - i) A portion of the dining hall and service counter shall be partitioned off and reserved for women workers in proportion to their number.
 - ii) Washing places for women shall be separate and screened to secure privacy.
- l) Sufficient tables stools, chairs or benches shall be available for the number of diners to be accommodated as prescribed in Sub-Rule 9.
- m)
 - i)
 1. There shall be provided and maintained sufficient utensils crockery, furniture and any other equipment necessary for the efficient running of the canteen.
 2. The furniture utensils and other equipment shall be maintained in a clean and hygienic condition.
 - ii)
 1. Suitable clean clothes for the employees serving in the canteen shall be provided and maintained.
 2. A service counter, if provided, shall have top of smooth and impervious material.
 3. Suitable facilities including an adequate supply of hot water shall be provided for the cleaning of utensils and equipments.
- n) The food stuffs and other items to be served in the canteen shall be in conformity with the normal habits of the contract labour.
- o) The charges for food stuffs, beverages and any other items served in the canteen shall be based on 'No Profit, No loss' and shall be conspicuously displayed in the canteen.
- p) In arriving at the price of foodstuffs, and other article served in the canteen, the following items shall not be taken into consideration as expenditure namely:
 -
 - i) The rent of land and building.
 - ii) The depreciation and maintenance charges for the building and equipments provided for the canteen.
 - iii) The cost of purchase, repairs and replacement of equipments including furniture, crockery, cutlery and utensils.
 - iv) The water charges and other charges incurred for lighting and ventilation.

- v) The interest and amounts spent on the provision and maintenance of equipments provided for the canteen.
- q) The accounts pertaining to the canteen shall be audited once every 12 months by registered accountants and auditors.

10. ANTI-MALARIAL PRECAUTIONS

The contractor shall at his own expense, conform to all anti-malarial instructions given to him by the Engineer-in-Charge including the filling up of any borrow pits which may have been dug by him.

The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

11. AMENDMENTS

AAI may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Annex I (Part-X)
Schedule –D

ROLE & RESPONSIBILITIES OF AAI

1. ROLE & RESPONSIBILITIES OF AAI/Consultant

i. Supervision

Supervision of all site activities viz. Civil and Structural works, IT, AS works, MEP Works, Landscape works, Finishes, External Infrastructure etc. as per good for construction drawings / approved shop drawings / best engineering practices based on value engineering.

ii. Quality Control / Assurance

- a) Review and validate the contractor's Quality Assurance/Quality Control Program and to ensure Quality control of work in line with Agreement, CPWD, BIS standards / provisions for effective implementation at site.
- b) Coordinate any required inspections by local government agencies. EPC Contractor shall assist AAI for obtaining necessary statutory clearances and approvals from DGCA, BCAS and any other central or state bodies etc.
- c) Quality assurance including third party inspections and preparing all documentation in this regard as per specifications/codal requirements. Third party inspection shall be carried out only after approval of AAI and cost of the same shall be borne by AAI.
- d) Conducting & monitoring the Quality Control at site as per frequency mandated in BIS codes/CPWD specifications and maintaining records of all quality related tests.

2. Duties and Powers of Representatives of Engineer-In-Charge

- a) The duties of the representative of the Engineer-In-charge, are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by AAI nor to make any variation in the Works.
- b) The Engineer-In-charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-In-charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-In-charge to the Contractor within the terms of such delegations shall bind the Contractor and AAI as if it had been given by the Engineer-In-charge.

- c) Failure of the Representative of the Engineer-In-charge to disapprove any work or materials shall not prejudice the power of the Engineer-In-charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- d) If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-In-charge he shall be entitled to refer the matter to the Engineer-in Charge who shall thereupon confirm, reverse or vary such decision.

SCHEDULE D: ANNEX I (PART XI)

DEPLOYMENT OF TECHNICAL STAFF AND EMPLOYEES

Contractors Superintendence, Supervision, Technical staff & Employees

- a) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The Contractor shall immediately after receiving letter of acceptance of the tender and before physical commencement of the work, intimate in writing to the Engineer-in-Charge, the name (s), qualifications experience, age, address (s) and other particulars along with certificates, of the principal technical representative to be charge of the work and other technical representative (s) who will be supervising the work. Minimum requirement of such technical representative (s) and their qualifications and experience shall not be lower as specified hereinunder. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative (s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative (s) according to the provisions of this clause. Decision of the Engineer-In-Charge shall be final and binding on the contractor in this respect. Such a principal technical representative and other technical representative (s) shall be appointed by the contractor soon after receipt of the approval from Engineer-in-charge and shall be available at site before start of work.

All the provisions applicable to the principal technical representative under the clause will also be applicable to other technical representative(s). The principal technical representative and other technical representative (s) shall be present at the site of work for supervision at all times when any construction activity is in progress and also present himself/themselves, as required to the Engineer-in-Charge and / or his designated representative to take instructions. Instructions given to the principal technical representative or other technical representative (s) shall be deemed to have the same force as if these have been given to the contractor. The Principal Technical Representative and other technical representatives shall be actually available at site fully during all stages of execution work, during recording / checking / test checking of measurements of works whenever so required by the Engineer-in-Charge and shall also note down instructions conveyed by the Engineer-in-Charge or his designated representative (s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements. The representative (s) shall not look after any other work. Substitutes, duly approved by engineer – in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative (s) by more than two days. If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative (s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified hereinunder and the decision of the Engineer-in-

Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor.

Further if the contractor fails to appoint suitable technical Principal technical representative and / or other technical representative (s) and if such appointed persons are not effectively present or are absent by more than seven days without duly approved substitute or do not discharge their responsibility satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative (s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work.

The contractor shall submit a certificate of employment of the technical representative (s) (in the form of copy of Form- 16 or CPF deduction issued to the Engineer employed by him) along with every running account bill / final bill and shall produce evidence if at any times so required by the Engineer- in-Charge.

- b) The contractor shall provide and employ on the site only such technical assistants as are skilled, and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work. The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work. The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Engineer-in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.
- c) The contractor shall not change his engineer/supervisory staff deployed at site. If Contractor wants to replace any of his staff due to unavoidable circumstances, he will seek permission of Engineer-In-Charge indicating reasons for such change, qualification and experience of the alternative employee suggested by him. The qualification and experience of the alternative staff shall not be inferior to the person employed earlier.

Requirement of Technical Representative(s) and recovery rate

| Sl. No. | Minimum Qualification of Technical Representative | Discipline | Designation (Principal Technical representative) | Minimum Experience (in Years) | Number | Rate at which recovery shall be made per month from the contractor in the event of not fulfilling aforesaid provisions. | |
|---------|---|-------------------|--|-------------------------------|--------|---|------------------------------|
| | | | | | | Figures Rs. | Words |
| 1. | Graduate in Engineering | Civil/ Electrical | Project Director Project-in-charge | 15 | 01 | 150000.00 | One Lakh Fifty Thousand Only |

| | | | | | | | |
|-----|-------------------------|--|---|----|----|-----------|----------------------------|
| 2. | Graduate in Engineering | Civil | In-charge Civil Works | 10 | 01 | 100000.00 | One Lakh Only |
| 3. | Graduate in Engineering | Electrical | In-charge Electrical Works | 10 | 01 | 100000.00 | One Lakh Only |
| 4. | Graduate in Engineering | Electronics / Instrumentation / IT | In-charge IT & Airport System Works | 10 | 01 | 100000.00 | One Lakh Only |
| 5. | Graduate in Engineering | Civil | Field Engineers Civil Works | 08 | 01 | 75000.00 | Seventy-Five Thousand Only |
| 6. | Graduate in Engineering | Electrical & Mechanical | Field Engineers Electrical & Mechanical Works | 08 | 01 | 75000.00 | Seventy-Five Thousand Only |
| 7. | Graduate in Engineering | Electronics/ Instrumentation / IT | Field Engineers IT & Airport System Works | 08 | 01 | 75000.00 | Seventy-Five Thousand Only |
| 8. | Diploma In Engineering | Civil | Jr. Field Engineer | 05 | 02 | 30000.00 | Thirty Thousand Only |
| 9. | Diploma In Engineering | Electrical | Jr. Field Engineer | 05 | 02 | 30000.00 | Thirty Thousand Only |
| 10. | Diploma in Engineering | Electronics/ Instrumentation / IT | Jr. Field Engineers IT & Airport System Works | 05 | 01 | 30000.00 | Thirty Thousand Only |
| 11. | Diploma in Engineering | Civil | QualityControl Engineers Civil Works | 08 | 01 | 30000.00 | Thirty Thousand Only |
| 12. | Diploma in Engineering | Electrical/ Electronics/ Instrumentation / IT | QualityControl Engineers Electrical/ Airport System/ IT Works | 08 | 01 | 30000.00 | Thirty Thousand Only |
| 13. | Diploma in Engineering | Civil/Surveying | Surveyor | 08 | 01 | 30000.00 | Thirty Thousand Only |
| 14. | Safety Manager | Safety | Safety Manager | 05 | 01 | 30000.00 | Thirty Thousand Only |
| 15. | Any Graduate personal | Green building parameters/ Environmental compliances Officer | Documentation executive - | 03 | 01 | 30000.00 | Thirty Thousand Only |

Note

- a. Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.
- b. Diploma holder with minimum 10-year relevant experience with a reputed construction company can be treated at par with Graduate Engineer for the purpose of such deployment subject to the condition that such diploma holder should not exceed 50% of requirement of degree engineers.
- c. Technical representative shall be deployed during the complete project duration (construction work). However, deployment of other technical representatives shall be based on work program as approved depending upon the requirement of project as directed by Engineer-In-Charge.

SCHEDULE -D ANNEX I (PART -XII)
MANUFACTURE, INSTALLATION AND TESTING

1. INTRODUCTION

These requirements establish the general procedures for the Contractor to follow for the Works related to those disciplines that form part of the design and construction which requires manufacture, installation and testing. These requirements relate to manufacturing, procurement and delivery of plant and equipment and the requirements for Testing and Commissioning.

2. MANUFACTURING

2.1 Management

The Contractor shall establish procedures and controls that govern the procurement, integration, manufacture, Testing, quality assurance and delivery of plant, equipment and spares to be supplied under the Contract. This shall include the administration and supply of Spare Parts and warranty in accordance with the Contract. The Contractor's manufacturing management plan shall be submitted to the Engineer-in-Charge for his review within 15 (fifteen) days of work order.

2.2 Procurement and Subcontract Management

The Contractor's management systems and procedures shall establish and employ a procedure for materials procurement and subcontracting, sufficient to assure technical, administrative, quality and Contractual controls consistent with those of this Contract. The Contractor's management system shall be audited for materials sources, lot numbers, familiarization of Equipment, etc. Subcontract amendments shall be employed whenever Contractual changes are made either bilaterally or unilaterally by the parties involved.

2.3 Manufacturing and Production Management

The Contractor's manufacturing and production management system shall encompass all points of receiving raw material and components processing, fabrication, assembly, test and in-process inspections. The Contractor's manufacturing management plan shall contain:

- a. a brief description of all inspection holds points and test points, and a correlation with the Schedule;
- b. a list of all Subcontractors; and a delivery schedule of each item of equipment to match installation plan, together with manufacturer's qualifications. The equipment manufacturer shall show at least ten years of continuous and current experience in the design, assembly, and testing of similar equipment as being offered complying with the Specifications, Testing.
- c. Comprehensive testing plans shall be provided by the Contractor that shall include the complete equipment, their sub-systems, components and material

to assure conformance with the Specifications. The purpose of the comprehensive Testing Plan shall be to:

- i. Substantiate design and performance characteristics;
- ii. Ensure operational compatibility;
- iii. Complete equipment verification and acceptance requirements; and
- iv. Complete all reliability, maintainability and safety demonstration requirements.

2.4 Quality Assurance and Controls

The Contractor's management systems shall lay emphasis on quality assurance and controls. The programme shall be adequate to ensure an acceptable level of quality of the equipment supplied. The concept of total quality assurance shall be based on the principle that quality is a basic responsibility of the Contractor's familiarization and shall be evidenced by:

- a) Producing and inspectable designs;
- b) Firm procurement and job performance specifications;
- c) Firm procedures for transmission of information and data to Sub contractors ensuring their compliance;
- d) Adequate testing to ensure repetitive product conformity to design requirements; and
- e) Total programme of surveillance and verification of physical performance and configuration accountability.

Adequate records shall be kept by the Contractor to provide evidence of quality and accountability. These records shall include results of inspections, tests, process controls, certification of processes and personnel, unacceptable material and other quality control requirements. Inspecting and testing records shall, as a minimum, indicate the nature of the observations made, the number and types of deficiencies found and action proposed to correct deficiencies. Also, records for monitoring work performance and for inspecting and testing shall indicate the correction of deficiencies.

2.5 Shipping

The Contractor's manufacturing management plan shall provide for the proper inspection of materials and equipment to ensure satisfactory completion of manufacturing and testing / check prior to shipment. All shipments shall be adequately prepared to preclude damage during shipment. The Contractor's quality control personnel shall verify the inspection and preparation for shipment.

2.6 Handling Storage and Delivery

The Contractor's manufacturing management plan shall provide for adequate work and inspection instructions for handling, shipping, storage, preserving, packaging and marking to protect the quality of the materials and equipment and to prevent damage, loss, deterioration, degradation or substitution thereof.

Handling procedures shall include the use of special crates, boxes, containers, transportation vehicles, equipment and facilities for materials handling. Means shall be provided for protection against deterioration or damage to equipment in storage.

3. EQUIPMENT IDENTIFICATION

All Equipment and materials supplied shall be indelibly familiar or otherwise identified to show its identity, type, version, function, location, rating or limitation as appropriate.

Removable modules shall have the same indelible labelling on the fixture to which the module is attached. The label shall be adjacent to the module or prominently marked on the module and shall not be obscured.

Labels shall conform to a unified system and the requirements of the Engineer-in-Charge.

Where any hazardous situation could arise due to fluctuating voltage level, air pressure, maladjustment, mis-operation etc., then prominent and permanent warning labels should be provided to denote this. Where appropriate, such labels shall conform to accepted National or International Standards.

4. PACKAGING AND STORAGE OF PLANT AND MATERIALS

4.1. Shipping and Storage

The Contractor shall be responsible to prepare, protect and store all Equipment and materials so as to safeguard them against loss or damage from repeated handling, climatic influences and all other hazards arising during shipment or storage on or off the Project Site.

The Contractor shall provide secure and covered storage for all Equipment and materials except as otherwise agreed by the Engineer-in-Charge as being suitable for open storage.

4.2. Crating

Each case, crate or package shall be of robust construction and suitable for the intended purpose. Packaging materials that are likely to suffer deterioration in quality as a result of exposure to environmental conditions likely to be met during transit from the factory of origin to the Project Site shall not be used. The contents of each case, crate or package shall be protected against the harmful effects of ingress of water by enclosing within a heavy-duty waterproof membrane and adding a suitable desiccant substance (e.g. silica gel) to the case, crate or package.

Each case, crate or package shall be legibly and indelibly marked in large letters with the address, Contract number, 'right way up', opening points and other markings like "fragile", etc., as necessary to permit materials to be readily identified, handled during transit and when received at the Project Site.

Each case, crate or package shall contain a comprehensive packing list showing the number, mark, size, weight and contents together with any relevant drawings. A second copy of the packing list shall be enclosed in a watertight enclosure on the outside of each case, crate or package. Distribution of additional copies of each packing list shall be in accordance with the requirements of the Engineer-in-Charge.

All items heavier than 100kg shall be marked on the outside of the case to show the gross and net weights, the points for slinging and where the weight is bearing.

Care shall be taken to prevent movement of equipment within containers by the provision of bracing, straps and securing bolts as necessary. Bags of loose items shall be packed in cases and shall be clearly identified by well-secured metal labels on which the quantity and name of the part and its index or catalogue number have been stamped.

Details of cases, crates, packages, containers, etc., intended to hold important or delicate items of Equipment or materials shall be submitted to the Engineer-in-Charge for a Notice.

4.3. General Precautions

Spare Parts shall be suitably packed for storage over an indefinite period without deterioration and shall be clearly identified showing full name and part number without any need to unwrap packaging. Electrical and other delicate items or Equipment shall be cocooned.

Cable ends, cable entry points into Equipment and other similar terminations and openings shall be sealed or blanked off to prevent the ingress of dirt or moisture.

Tube ends and other similar openings shall be thoroughly cleaned and then blanked off to prevent ingress of dirt or moisture. Flanged ends shall be protected by adhesive tape or jointing material covered by a properly secured wooden plank not smaller than the flange itself. Plain tube ends shall be closed off with bungs or plugs of suitable materials firmly fixed in position.

Particular care shall be taken to prevent damage to, or corrosion of, shafts and journals where they rest on timber or other supports that may contain moisture. At such points wrappings impregnated with anti-rusting composition shall be used of sufficient strength to resist chafing under the pressures and movements likely to occur in transit.

Care shall be taken to familiar risk of damage to ball and roller bearings and any fragile material in transit.

4.4. Procedures

All packaging procedures shall be submitted to the Engineer-in-Charge for a Notice.

The Contractor shall remove all empty cases, crates, or packages from the Project Site and dispose them off in an environment friendly manner.

5. EQUIPMENT PROTECTION

All Equipment shall be capable of short term continuous operation, without the benefit of air conditioning or forced cooling, at the extremes of environmental conditions likely to be encountered. All Equipment shall be capable of continuous operation in its normal environment and achieve its stated service life.

All Equipment shall in general be mounted in equipment rooms or in easily accessible plant rooms.

Equipment and its location shall be fully protected against the ingress of dust, water and the accumulation of moisture due to condensation.

The Contractor shall be responsible for ensuring that his Equipment and Systems are not adversely affected by the modified environmental conditions caused by heat or vapor emissions or moisture of other adjacent Equipment whether provided under the Contract or otherwise.

6. INSTALLATION

6.1. Installation Plan and Programme

The installation plan shall show how the Contractor proposes to familiarize and carry out the installation and complete the whole of the Works by Completion Date. The Contractor shall submit the plan for the review of the Engineer-in-Charge 30 (thirty) days prior to the start of installation.

6.2. Method Statements

Method Statements shall be submitted to the Engineer-in-Charge for review at least 30 days prior to the installation activity commencing on the Site. These shall show in particular the loadings and modes of transport of the items of Equipment and the routing used as they are taken to their final place of installation.

Prior to proceeding with installation, the Contractor shall submit for the Engineer-in-Charge review, six copies of detailed drawings showing all installations including dimensions, supports, hardware, installation methods and all other pertinent data.

The manufacturer's rigging or erection instructions shall be carefully followed. The Contractor shall make certain that the installation of all supports, gaskets, hardware, etc., are accomplished with precision and ensure exercise of extreme care so as to assure safe, accurate and trouble-free installation. Installation shall be undertaken in the presence of the manufacture's field service representative.

Materials and Equipment that is improperly installed shall be removed, checked / tested and reinstalled. Any damage caused due to improper installation and removal shall be rectified before reinstalling at no extra cost.

6.3. Contractor's Personnel

The Contractor shall ensure that wherever required a qualified representative of the manufacturer is available on Site for the duration of the installation works during normal working hours and on-call to arrive on the Site within 120 (one hundred twenty) minutes at all other times.

The manufacturer's representative shall support the Contractor's representative during the installation and testing of the Works.

The Contractor's Representative shall be competent and qualified to act on behalf of the Contractor and provide upon request information that may include:

- a) current progress of the Works;
- b) planned work for the next 2 weeks;
- c) audit and inspection reports;
- d) health and safety information; and
- e) documents and records pertaining to the Works.

6.4. Drawings and Records

6.4.1. General

The Contractor shall provide 6 (six) copies of all drawings in A0 size bound into circuit books. The Contractor shall ensure that at each Equipment location, an as-built copy of the Site documentation is provided. This documentation shall include, but not be limited to:

- a) circuit wiring book;
- b) equipment mode tables; and
- c) Operation and Maintenance Manuals.

6.4.2. Circuit Wiring Book

The circuit wiring books shall include, but not be limited to, the following information:

- a) cubicle and rack profiles;
- b) room layout;
- c) interface and boundary schedules with Related Works Contractors;
- d) through circuits;
- e) power supply arrangement;
- f) earthing & bonding arrangement; and
- g) cable circuit information.

6.4.3. Cable Records

The Contractor shall ensure that the as-built cabling infrastructure is fully documented and accurate at the time of completion of the cable work. The documentation shall include:

- a) schematic of the cable routes;
- b) location of cable joints;
- c) cable types;
- d) installed dates;
- e) test data before and after installation; and
- f) core plan indicating the circuit and function of each core.

The Contractor shall be responsible for adding to all of the combined services drawings the cable installation details and the timely supply of these marked up drawings to the Engineer-in-Charge for overall co-ordination.

6.4.4. Earthing

The Contractor shall provide at each equipment room earth bars/strips that shall be connected to the earthing system. The earth bars/strips shall be used as common points for all earthing in that location.

6.4.5. Asset Identification

The Contractor shall submit an asset database for review by the Engineer-in-Charge. The database shall contain the complete asset listing for all the electro-mechanical services.

The database shall be designed with the following information:

- a) as set details;
- b) failure history;
- c) date installed; and
- d) date(s) tested.

All Equipment and software shall have a unique identification number that is capable of being identified electronically and manually.

7. TESTING AND COMMISSIONING

7.1 General

Notwithstanding the procedures of Testing and Commissioning specified herein below, the Testing Plans as specified elsewhere in the Contract shall also be applicable. The Contractor shall perform all necessary tests applicable to the system.

The commissioning activity shall include a period of integrated tests followed by a period of trial running for staff training, familiarization and timetable proving purposes.

7.2 Test Programme and Procedures

All testing Equipment shall carry an appropriate and valid calibration label.

They shall be periodically checked for calibration accuracy.

All test reports shall be signed by the Contractor.

The Contractor shall present a comprehensive Testing and Commissioning Plan to ensure a completely safe and operable system within 3 months from the Notice to Proceed.

All test procedures shall be submitted at least 30 days prior to conducting any test. Test procedures shall show the extent of testing covered by each submission, the method of testing, acceptance criteria, the relevant drawing (or modification) status and the location.

Test procedures shall be amended, as required, by the Contractor during the currency of the Contract to reflect changes in system design or the identification of additional testing requirements.

The Engineer-in-Charge and/or any of their staff shall be given the facilities to monitor all tests by the Contractor and shall have access to all test records. Ample time shall be allowed within the testing programme for necessary alterations to Equipment, Systems and design to be undertaken together with retesting prior to final commissioning.

All costs associated with Testing shall be borne by the Contractor. Unless otherwise specified, the Contractor shall also bear any expenses incurred due to retesting caused by defects or failure of Equipment to meet the requirements of the Contract in the first instance.

The Contractor shall give a minimum 7 (seven) days notice to the Engineer-in-Charge for the witnessing of all tests. All costs for transportation, accommodation, meals, etc., for the Engineer-in-Charge to witness tests anywhere within or outside India shall be borne by the AAI.

7.3 Sequence of Tests

The sequence of tests shall be:

- a) test during manufacture (routine test & factory acceptance test {FAT})
- b) project site tests
- c) Partial Acceptance Tests (PAT):
- d) Functional tests;
- e) Dynamic test

- f) system tests on completion
- g) integrated testing
- h) performance testing

Prior to taking over, the AAI or the Engineer-in-Charge will witness Performance Tests in conjunction with System wise / Interfacing Testing. Contractor to demonstrate that the complete system comprising all the utilities services are fully operational to ensure that the system needs the design / functional intent.

7.4 Factory Acceptance Tests (FAT)

This shall include but not to be limited to:

- a) Dimension check
- b) Electrical check
- c) Calibration
- d) Output check
- e) Operational performance
- f) Full load test
- g) Flash-over test
- h) Insulation test
- i) Soak test

- j) Any other test required as per relevant standards or codes

A factory test plan shall be submitted for a Notice from the Engineer-in-Charge within 3 (three) months from the Notice to Proceed.

All materials, components, sub-assemblies, unit assemblies (including software, cables and wiring) shall be subject to testing and certification. Notification of these tests shall be submitted to the Engineer-in-Charge 30 days in advance of carrying out any test. The Engineer-in-Charge will then determine which, if any,

items may be accepted based on previous supply or experience. FAT shall demonstrate that each sub-system and System meets its Specification.

No Equipment or software shall be delivered to the Project Site until the Contractor has demonstrated to the satisfaction of the Engineer-in-Charge that the equipment or software conforms to the Specification by carrying out the FAT.

Where necessary, interfaces shall be represented by simulation.

Where processor based equipment is to be used, the Tests shall also include verification of software used in this application.

7.5 Installation Tests

- a) Prerequisites for Installation
 - i. Prior to installation, the Contractor shall ensure that Equipment delivered to the Project Site have not been damaged in transit and ensure for their dimensional accuracy.
 - ii. Designs for the components/Systems under test shall be completed and submitted to the Engineer-in-Charge for review prior to installation.
- b) Inspection
 - i) The inspection shall verify that Equipment have been installed confirming to the procedures and design that have been reviewed by the Engineer-in-Charge and that the Equipment are correctly located and labeled.
 - ii) The inspection shall verify that any false feed, temporary wiring and redundant items have been removed and that Equipment are correctly protected against interference, damage and deterioration.
 - iii) The Contractor shall maintain inspection records to demonstrate that each item of Equipment has been inspected and found to be satisfactory and attach to this record a detailed list of any discrepancies found and remedial work carried out.
 - iv) As defects are rectified, these shall be recorded on the appropriate inspection record.
- c) Installation Tests
 - i) Installation tests shall be carried out by the Contractor for each sub-system following installation but before functional tests to demonstrate that the installation has been carried out correctly and the Equipment are properly housed and fixed.

- ii) During and on completion of installation, the Contractor shall undertake testing of all cables, wiring, equipment, instrumentation and protection devices in a progressive sequence and in accordance with the overall-testing programme.
 - iii) These tests shall culminate in functional tests to verify the correct operation of all apparatus and, where appropriate, correct response to the respective control commands or monitored function.
- d) Partial Acceptance Tests (PAT) Prerequisites for PATs are:
 - i) Installation work shall be completed and inspection records submitted to the Engineer-in-Charge for review before the commencement of each PAT.
 - ii) The PAT plan shall be submitted for the Engineer-in-Charge's notice at least 30 days before the commencement of each PAT.
- e) Functional Tests

The functional tests of the PAT shall be carried out on installed Equipment before System Acceptance Tests (SAT) to demonstrate that the components/Systems of the Works operate correctly in accordance with the Specification.

The functional tests shall sequence through all required operations to prove that the System performs in accordance with the Specification and that the local configuration data is correct.

Input conditions shall be simulated wherever necessary.

The functional tests shall be specified and carried out by Contractor's personnel independent of design and installation.

f) Integration Tests

Partial Acceptance Test (PAT) shall include integration tests to integrate the various sub-systems of the System and demonstrate correct operation of all internal and external interfaces.

Following satisfactory completion of these Tests the Contractor shall prepare the installation for formal demonstration in the presence of the Engineer-in-Charge.

g) System Acceptance Tests (SAT)

The Contractor shall prepare and organize a comprehensive programme of Tests to demonstrate to the Engineer-in-Charge that all systems, sub-systems and apparatus defined under the Contract meet the specified performance requirements in all respects.

Prerequisites for SAT

The requirements that shall be satisfied before the commencement of the System Acceptance Tests (SAT) are:

- i) All documentation for the safety report shall be submitted to the Engineer-in-Charge for Notice.
- ii) All PAT shall be completed and test records submitted to the Engineer-in-Charge for Notice.
- iii) Operator's staff shall be given a training course in the System as defined in clause-11.0 of this section
- iv) Facilities for the maintenance of the System shall be in place.
- v) The SAT PLAN shall be submitted to the Engineer-in-Charge for notice at least 30 days before the commencement of SAT.

7.6 Integrated System Test

The Contractor shall submit to the Engineer-in-Charge requirements and procedures for integrated system tests in conjunction with System wise / Interfacing Contractors works to demonstrate that the complete system comprising the Project is fully operational and meets the specified performance criteria. The conducting of these integrated system tests shall include a period of trial running.

It is a requirement of the Contract that the Contractor is in attendance for the System wise Testing and Commissioning of the Project.

7.7 Trial Running

Following satisfactory completion of SAT and the integrated system tests, the AAI shall commence an extended period of trial running to prove all technical systems in time table operation to allow all technical systems to settle and to train staff in working procedures.

The Contractor shall allow for attendance over the whole of this period which may be expected to include maintenance and repair activities and also further opportunity for technical staff training.

7.8 Samples for Testing

Samples that have been tested may be incorporated in the Works provided that:

- a) the sample complies with the specified requirements;
- b) the sample is not damaged; and
- c) the sample is not required to be retained under any other provision of the Contract.

Additional samples shall be provided for testing if in the opinion of the Engineer-in-Charge:

- d) Material previously tested no longer complies with the specified requirements;
- Or
- e) has been handled or stored in such a manner that it may not comply with the specified requirements,

Unless agreed otherwise, all Tests shall be carried out by the Contractor in the presence of the AAI, the Engineer-in-Charge and/or their authorized representative.

Attendance on Tests, including that by the AAI, the Engineer-in-Charge and/or their authorized representative, and the Contractor, shall be as laid down in the Quality Assurance procedures contained in Tender Documents.

7.9 Records of Tests

Records of Tests carried out shall be kept by the Contractor and a report along with all Tests results shall be submitted to the Engineer-in-Charge no later than 15 days after completion of the Tests. In addition to any other requirements, the report shall contain the following details:

- a) material or part of the Works tested;
- b) location of the part of the Works;
- c) place of testing;
- d) date and time of Tests;
- e) technical personnel supervising or carrying out the Tests;
- f) equipment used and method of testing;
- g) readings and measurements taken during the Tests;
- h) test results, including any calculations and graphs;
- f) specified acceptance criteria; and
- g) other details stated in the Contract.

8. MAINTENANCE

The Contractor shall provide a maintenance support plan that shall include such items as:

- a) procedures for periodical overhaul and test running,
- b) technical manuals,
- c) initial provision for spares, facilities, test equipment, tools, jigs and fixtures,
- d) training requirements,
- e) procedures for removal and replacement of components,
- f) periodic running of equipment and machines which would otherwise deteriorate because of non-operation for more than a week, and
- g) manpower plan required for maintenance.

On completion of trial running the Contractor shall deliver to the Engineer-in-Charge copies of all manufactured drawings, schedules and software for all components as well as all As Built Drawings,

The Contractor shall deliver to the AAI copies of all such manufactured drawings, schedules and software for all components as well as As Built Drawings as shall have been amended or updated since the completion of trial running of the Systems.

During the Defects Rectification Period, all minor faults shall be rectified within 3 hours and major faults shall be rectified and made operational within 22 hours. The Contractor shall take the consent and approval of the operational team for shut down during repair works.

9. MANUALS

The Contractor shall produce manuals for all the Equipment supplied and Systems tests to be conducted well in advance for the Engineer-in-Charge to witness all the tests procedures.

These shall include, but not limited to the following:

- a) System Manuals - A comprehensive description of all system principles at block diagram level.
- b) Operating/User Manuals - broken into as many sub-sections as may be necessary and providing sufficient information to enable non-technical staff to exploit fully the facilities of each System.
- c) Workshop Manuals - installation and circuit descriptions, full schematics, circuits, wiring diagrams, mechanical construction drawings and itemized parts list to enable all maintenance rectification and setting-up to be carried out. Software System Manuals - for each software package and each piece of Equipment which incorporates programmable devices and for which bespoke software has been prepared specifically for this application. Source code listings with comprehensive comments shall be provided for all bespoke software together with configuration listings for all configured standard software packages.
- d) Equipment Room Manuals - all wiring diagrams, circuits, equipment layout, terminal and cable listing including such external equipment as may be necessary for completeness.
- e) Maintenance and Servicing Manuals - to specify requirements, procedures and servicing intervals for planned preventative maintenance and in addition to convey sufficient information on equipment principles and practice to enable first line fault diagnosis and rectification by technical staff.

The Operating/User Manuals and a summary (suitable for use at technician level) of the maintenance and servicing manuals shall be prepared in English language. The Contractor shall submit all manuals for review by the Engineer-in-Charge prior to FAT.

The Contractor shall provide 6 (six) controlled copies of all manuals for the use of Engineer-in-Charge and shall maintain all manuals in an up-to date condition throughout the Execution Period.

10. SPARES, SPECIAL TOOLS AND TEST EQUIPMENT

10.1 General

During the Execution Period, the Contractor shall provide free of cost all materials including consumables, unit exchange spares and emergency spares required for maintenance (routine and breakdown) of the electro-mechanical systems. This shall also include environmental control systems provided under the Contract. The Contractor shall supply the spares, materials, jigs and fixtures not later than 6 (six) weeks before the commissioning of the Systems.

The Contractor shall also supply spares for all electromechanical systems during the Defects Rectification Period. The consumables required for all electromechanical systems during the Defects Rectification Period shall be arranged by the AAI.

If the spares supplied by the Contractor are not consumed during the Execution Period, these shall become the property of the AAI at the end of the said period.

10.2 Tools and Test Equipment

The Contractor shall provide, free of cost, 6 (six) weeks before the start of trial running, special tools and test equipment which are essential for day to day use in both corrective and preventative maintenance and for workshop use in the overhaul of all modules and units likely to be required over the full-service life of the System.

10.3 Spares List

The Contractor shall submit, within 6 months from the date of issue of Notice to Proceed, a schedule of Spare Parts required for electro-mechanical services duly indicating, for each item of spares, its description, part number, drawing number, lead time, shelf life and number of units required for 10 (ten) years (beyond the Execution Period) as well as for the expected life of electro-mechanical services , principal as well as secondary sources of supply and also the unit price of each spare with escalation clause.

This schedule shall include all types of consumable, unit exchange and emergency spares.

The Contractor shall also advise upon recommended inventory having regard to the lead time of the respective items.

The AAI shall during Defect Rectification Period purchase as many parts as required by him at the rates indicated in this schedule.

In the event of the Contractor failing to supply the Spare Parts in accordance with this Clause, he shall in respect of each item of spare, furnish free of cost to the AAI, the drawings, specifications, patterns and other information to enable the AAI to make or have made such Spare Parts. The AAI shall be entitled to retain the aforesaid drawings, etc., for such time only as is necessary for the exercise by the

AAI of his rights under this Clause and the drawings, if the Contractor so requires, shall be returned by the AAI to the Contractor in good order and condition (fair wear and tear excepted).

Under such circumstances, the Contractor shall also grant to the AAI, without payment of any royalty or charge, full right and liberty to make or have made spare or replacement parts as aforesaid and for such purposes only to use, make and have made copies of all drawings, patterns, specifications and other information supplied by the Contractor to the AAI pursuant to the Contract.

The Contractor will so far as he is reasonably able to bind his Subcontractors to conform with the requirements of this Clause and shall, prior to entry into any Subcontracts, provide the AAI with full details of any Subcontractor who will not so conform in which event the AAI may direct the Contractor to seek an alternative Sub-contractor.

If the Contractor fails to provide spare or replacement parts as described in this clause and these are available from the Contractor's Subcontractor, the AAI shall have the right to obtain such spare and replacement parts from the Subcontractor or any other supplier and any additional cost incurred by the AAI in this regard shall be recoverable from the Contractor.

The AAI may require the Contractor to enter into a maintenance contract with the AAI for the electro-mechanical services provided under the Contract on terms and conditions to be mutually agreed upon. If due to up gradation or advance in technology any new type of models, versions or design of Spare Parts are developed in future, the same shall be plugged – compatible and space compatible with regard to original design and installation of electro-mechanical services.

Where the Contractor considers that any Equipment that would be supplied, and which he considers cannot be economically or technically maintained by the AAI (e.g. computer processors), then such items shall be identified and submittals made for the maintenance of such equipment through operations and equipment managers.

All Spare Parts as mentioned in Clause 10.0 above shall be provided by the Contractor 6 (six) weeks before commencement of trial running. The Contractor shall:

- a. submit to the Engineer-in-Charge a list of spares required for the life of the System.
- b. base the spares calculations on the reliability and availability of data and the criticality of the Equipment.
- c. submit to the Engineer-in-Charge for review the calculations and spares list.
- d. submit to the Engineer-in-Charge a Card system for easy identification of spares.
- e. The spares list shall:

- i) be grouped by sub-system, test equipment and special tools as applicable for stocking identification.
- ii) have detailed description with drawing references and correlation with the maintenance manuals.

10.4 Second Sourcing

The Contractor shall identify principal and second-source suppliers that can supply the Systems and sub-system spares listed. The Contractor shall make the second source supplier information available to the Engineer-in-Charge at the time of submission of the final design.

10.5 Long Lead Items (Spare Parts)

The Contractor shall identify the lead items for all Spare Parts. Parts with long lead items shall be identified as such to the Engineer-in-Charge in the spares list.

10.6 Routine Change

In the event that any item of the supply requires to be routinely changed or calibrated, regardless of whether it appears in the spares list or not, it shall be identified to the Engineer-in-Charge together with the routine change interval.

10.7 Shelf Life

In the event that any of the spares identified have a particular shelf life or special storage requirement, this shall be made known to the Engineer-in-Charge with the submission of the spares list, including the necessary action for disposal or storage.

10.8 Identification and Configuration Control

All spare equipment identified in the spares list shall conform to the identification and configuration control requirements established by the Contractor for the Equipment provided under the Contract.

10.9 Testing of Spares

The Contractor shall ensure that all spares are correctly calibrated, tested and labelled prior to their delivery. Test certificates for each Equipment shall be submitted to the Engineer-in-Charge.

10.10 Delivery

Approved spares, special tools and test equipment shall be supplied prior to commissioning.

11. TRAINING PROGRAMME

11.1 Training Objective

The Contractor shall be required to arrange technology transfer to the AAI's staff in respect of design, manufacture, construction, handover, operations and maintenance of the plant and Equipment provided under the Contract. These staff will include the AAI's management, operational, technical and instructional staff.

The Contractor shall train or shall arrange training for the AAI's staff who shall be nominated by the AAI. The Contractor shall train the AAI's staff in sufficient detail so that the staff can appreciate, understand, monitor, operate, maintain and manage the technical, operational, maintenance, management and business aspects of the Systems.

The Contractor shall train or shall arrange training for the AAI's staff at all levels, covering all aspects of the operation, maintenance and management of the System. Of primary importance is the training of AAI's training staff whose responsibility will be to provide support to the training instructors during the in-depth start-up training that will take place prior to and during initiation of trial running. These AAI's training instructors will also be responsible for implementing on-the-job training and skill enhancement training programme for the AAI's staff after commencement of trial running.

11.2 Training Periods

The Contractor shall propose appropriate man-months of training to be provided. All training courses will be conducted in English.

11.3 Training Instructors

The training instructors provided by the Contractor shall be fully qualified and experienced electrical and mechanical engineers who shall have a good knowledge of the English language. They shall have had experience of training engineers or technicians of the level stated on similar topics and will be fully familiar with the Equipment supplied or installed.

Before any of the Contractor's training instructors is appointed, the Contractor shall submit detailed resumes of each training instructor for a Notice from the Engineer-in-Charge.

Should, in the opinion of the Engineer-in-Charge, any of the Contractor's training instructors are not considered to be competent or do not have a suitable qualification, experience, attitude and aptitude for carrying out the training courses for whatever reason, the Contractor shall remove the said person and replace him as soon as possible with an acceptable substitute.

Where the AAI's staff is attached to the Contractor for the purposes of training, all such trainees shall be properly supervised and monitored by a qualified training supervisor to ensure that each trainee has the best opportunity to benefit from the theoretical and practical experience.

11.4 Training Courses

The Contractor shall be responsible for the safety, health and welfare of trainees when under training. Accordingly, an explanation of the safety rules and codes shall form part of a general induction course to be given by the Contractor and where necessary the Contractor shall issue a rule book for which the trainee shall sign indicating his acceptance and understanding thereof.

The training courses shall be programmed in phases with the progress of manufacture and installation to ensure that the trainees are present during all stages of the manufacture, installation and commissioning of the plant and Equipment. The Contractor shall ensure that the courses fully encompass all aspects of the basic

design, manufacture, installation, commissioning and maintenance of the plant and Equipment with maximum effort being directed at instruction in the maintenance of the installations.

The training shall be structured in modular format; each module shall be capable of being delivered independently or together with other modules of a similar theme.

The Contractor shall provide a training plan that shall include but not limited to: -

- a. schedule of training course
- b. objectives
- c. syllabus
- d. format of course
- e. training facilities required or to be provided
- f. list of training materials and documentation
- g. examination procedures
- h. training instructors' qualifications and
- i. course evaluation methods

The Contractor shall make full and appropriate use of multi-media and computer techniques in the design and delivery of training packages. This shall include all necessary teaching aids as well as technical literature, manuals, photographs, drawings, video and films, models and all other instructional materials as may be necessary for the training of the personnel. Such materials, other than videos, films and reproducible materials prepared specifically for the trainees shall be retained by the Contractor at the end of each training programme.

The Contractor shall provide all training material that shall include but not limited to:-

- a. course agenda
- b. objectives
- c. lesson plans
- d. outline presentations
- e. equipment software manuals
- f. training aids including that on the video film media and
- g. computer based training programme including necessary software.

11.5 Training Equipment

In general, the Contractor shall use Equipment specifically set aside for training purposes.

However, he may use for the training of the AAI's staff, subject to a Notice from the Engineer-in-Charge, Equipment being installed, tested or commissioned when no other such Equipment is available. The Contractor shall not use for this purpose Spare Parts from assemblies.

Any special or protective clothing required by the trainees shall be provided by the Contractor free of charge.

Personal items of clothing shall be of new issue and may be retained by the trainee on completion of the training course.

11.6 Monitoring

Throughout the training programme, the AAI and the Engineer-in-Charge shall have free access to all training sessions to monitor the progress of the trainees and the Contractor's training instructors.

To ascertain that the objectives of the courses have been achieved, the Contractor shall set periodical theoretical and practical tests for the trainees. The results of these tests together with a report on the trainees' general attitude, ability, technical knowledge, aptitude and attendance record shall be forwarded at regular intervals to the AAI who may require the submission of additional reports in special cases.

Methods for monitoring progress shall include but will not necessarily be limited to:

- a. theoretical tests and systems of assessment;
- b. practical test pieces and objective systems of assessment; and
- c. progress reports.

Records of the progress of trainees shall be kept up-to-date and shall be made available to the AAI for examination when required.

Copies of the records of individual trainees showing all test results and reports of progress shall be sent to the Engineer-in-Charge on completion of each training course.

11.7 Training Location and Facilities

The training shall be carried out at such locations where the greatest benefit for trainees may be gained. This may be in India, abroad, at places of manufacture, assembly or testing or at such other locations as may be necessary and all associated costs shall be borne by the Contractor. All places of training shall be subject to the Engineer-in-Charge's Notice.

Details of the facilities to be provided shall be included with the detailed training programme submitted by the Contractor.

11.8 Administration

The Contractor shall be responsible for the general welfare of trainees under his control.

The AAI shall be responsible for the cost for the reception of and hotel and travel arrangements for the AAI's and Engineer-in-Charge's monitoring staff and each trainee whether in India or any other country. All other expenses related to coordination shall be borne by the Contractor.

12. CONFIDENTIAL INFORMATION

Systems suppliers, providing software, shall ensure that the programs have built-in security procedures and systems to permit management to restrict access to specific portions of the programs or operation thereof, and/or to appropriate staff levels or

SCHEDULE – D, ANNEX I (PART -XIII)
OPERATION AND MAINTENANCE MANUAL

1. GENERAL

Prior to commencement of the Tests on completion, the Contractor shall submit to the Engineer-in-Charge, provisional operation and maintenance manuals in sufficient detail for review.

The Works shall not be considered to be completed for the purpose of taking over until the Engineer-in-Charge has received final Operation and Maintenance Manuals in such details and other manuals specified for these purposes.

2. THE OPERATION AND MAINTENANCE MANUALS

These shall be separated into volumes such that each volume or set of volumes is dedicated to only one system. They shall provide sufficient detail to enable the AAI's staff to operate and maintain the system and equipment within the system efficiently and shall contain but not limited to the following:

- a) a title page that identifies the system and the volume numbers;
- b) a fly sheet that identifies the names, addresses, telephone numbers and facsimile numbers of the Contractor and all relevant Subcontractors, vendors, designers and service or maintenance agents and all documents with which the volume should be read in conjunction;
- c) detailed index of contents that identifies all sections and subsections and the page numbers thereof;
- d) schedule of As-Built Drawings provided by the Contractor.

2.1 Operation Characteristics

General description of each major item of equipment and a comprehensive overview of its functions and operating characteristics including:

- a) Instructions on how to operate, adjust, control, monitor and regulate;
- b) Size and capacity;
- c) The initial and final commissioned and approved settings of protective devices and other adjustable components;
- d) A detailed description of the electrical supply, distribution and control systems; and

- e) Detailed procedures governing the operation of electrical and mechanical Equipment.

2.2 Technical Description of each major item of Equipment

These together with:

- a) An explanation of its function;
- b) Identification of its classification;
- c) Details of the criteria governing its design or selection;
- d) A description of its principal components;
- e) A listing of its principal components;
- f) Details of its location and support requirements;
- g) A detailed description of the control sequence and operation of the equipment;
- h) As-Built reduced scale copies (to A3 size) of all controls and electrical schematics incorporating all type and size references and all settings; and
- i) Equipment data, including equipment schedules, the inventory designation, details of the manufacturer, model size and rating, and technical data such as pressure, speed and temperature limitations.

2.3 Safety Procedures

These govern the correct operation and maintenance of the Equipment including;

- a) The identification of all safety set points;
- b) Precautionary measures to prevent exposure to electrical hazards;
- c) Precautionary measures to prevent exposure to mechanical and physical
Precautionary measures to prevent exposure to fire and explosive hazards;
- d) Precautionary measures to prevent accidents during chemical handling; and
- e) First aid and accident reporting.
- f) hazards;

2.4 Setting up and Operating Details

These include;

- a) A detailed description of control and operation sequences;
- b) Pre-start checklists;
- c) Starting and stopping procedures;
- d) Automatic manual and emergency operating procedures;

- e) Adjustment and regulation requirements;
- f) Guidelines for seasonal changeover;
- g) Inspection instructions and procedures, including inspection and testing schedules, frequencies and checklists, and recommendations on methods of logging and recording;
- h) Methods of part-load operations;
- i) Procedures for reducing energy consumption;
- j) Methods of detecting and identifying malfunctions, including normal and abnormal operating criteria, detection signals and diagnostic analysis; and
- k) Precautionary measures to avoid misuse.

2.5 Records

Copies of all Tests and commissioning records and data, each cross-referenced to the applicable As-Built Drawings and other documents;

Details of all set points for systems, Equipment, ancillaries and actual values obtained during commissioning;

2.6 Maintenance and Servicing Procedures

These include:

- a) Full specifications for all consumables;
- b) Schedules and recommended frequencies of preventative maintenance, including periodic replacement, inspection, testing, calibration, adjustment, cleaning, lubrication, painting and protection against corrosion;
- c) Procedures and mean times for onsite corrective maintenance and repair; and
- d) Procedures and mean times for off-site maintenance and repair, including details of how the Equipment are to be dismantled, packaged, transported and re-assembled:
 - i) All relevant manufacturers' literature applicable to items actually supplied for the works including clear and details drawings, Spare Parts lists, electrical circuits and operating and maintenance instructions;
 - ii) Copies of all Tests and other certificates (including hydraulic and electrical test certificates, Relevant Authorities' acceptance certificates and underwriters' certificates);

- iii) The mean time between failure of major components and operating systems;
- iv) A list of recommended Spare Parts;
- v) A list of tools, instruments and equipment necessary for the performance of all on-site maintenance activities which identifies the activities for which they are needed;
- vi) A comprehensive directory of suppliers and agents for each type of equipment, material and accessory which includes correspondence address, telephone numbers, fax numbers, stock numbers, unit prices and time between ordering and delivery; and
- vii) A copy of each relevant guarantee or warranty.

2.7 Software

If the equipment uses software, the Operation and Maintenance Manuals shall include a dedicated volume for each software programme that provides;

- a) A printout of the listing;
- b) Flow charts, data flow diagrams and programme description;
- c) Instructions on the use of diagnostic software;
- d) A programming and system user manual; and
- e) The identity of application source software, special tools and utility software to enable the Engineer-in-Charge to modify or develop the programme.

2.8 Standards

The appearance, arrangement and format of the Operation and Maintenance Manuals shall be uniform and approved by the AAI's Representative. They shall be written in English and prepared in accordance with relevant codes and standards.

a) Technical Manuals :

- i) Specification for presentation of essential information,
- ii) Guide to content, and
- iii) Guide to presentation.

b) Each volume shall:

- i. Contain all material in A4 size pages, although drawings and schedules may be reduced to A3 size pages folded to A4 in a manner that shows the subject title on the right hand side;
- ii. Be printed on both sides of 8-gsm white stock paper;

- iii. Incorporate stiff dividers with durable plasticized tabs between each section;
- iv. Be bound, with all perforations reinforced, in a ring, binder of sufficient size to prevent “cramping” and to allow the volume to lay flat when opened; and
- v. Covers which are rigid and durable with the name and logo of the AAI applied in in-laid lettering on both the front and the spine.

3. SPECIAL TOOLS AND SPARE PARTS

3.1 Special Tools

The special tools, jigs, fixtures, gauges and test equipment (together with calibration certificates) required to carry out all the functions described in the maintenance instructions or as required by the Contract shall be suitably packed and identified, consigned to the AAI by the Contractor and delivered to the Project Site in accordance with the Engineer-in-Charge instructions at the same time as the equipment for which it is required. The extent of supply shall include protective carrying cases for the storage and use of each item.

3.2 Supply of replacement parts, critical parts and commissioning Spare Parts

The information supplied in respect of each Spare Part or other items shall be in a format acceptable to the AAI’s Representatives and shall include but not limited to the following:

- a) The manufacturer’s part number;
- b) The provision made for the AAI’s inventory or asset number;
- c) In relation to Spare Parts, a full description including a note as to whether it is a sealed unit or whether it is an assembly or sub-assembly which can be broken down into component parts;
- d) The quantity to be supplied;
- e) The expected utilization over a 12-month period;
- f) The overall dimensions (including packing) for shelf space purposes;
- g) In relation to Spare Parts, a note as to inter-changeability or otherwise with similar parts;

- h) The source of the Spare Part, special tool or other item, the manufacturer's name and address together, where appropriate, with that of his Indian agent.
- i) The normal manufacturing and shipment lead times for additional quantities; and
- j) The environmental conditions for storage.

3.3 Packing and Storage

Spare Parts shall be tropicalized in their packing for prolonged storage and shall be suitably labelled to indicate:

- a) The shelf life;
- b) The date of supply;
- c) The type of storage required (e.g. under cover, weather-proof or air conditioned);
- d) A description of the part and the relevant part number;
- e) The serial number;
- f) The inspection certificate number and batch number;
- g) The Contract name;
- h) Any equipment identification number; and
- i) The name of the manufacturer and date of manufacture.

3.4 Precautions

The Contractor shall take particular care to prevent damage to or corrosion of shafts and journals where they rest on timber or other supports which may contain moisture. The Contractor shall, in all such cases, use wrappings impregnated with anti-rusting compounds of sufficient strength to resist chafing under the pressures and movements likely to occur in transit.

Spare ball bearings and roller bearings and similarly protected items shall not be removed from the manufacturer's wrapping or packing.

SCHEDULE – E: APPLICABLE PERMITS
(See Clause 3.1.4)

1. Applicable Permits

- 1.1 The Contractor shall obtain, as required under Applicable Laws, the following Applicable Permits:
- a) Permission of the State Government for extraction of boulders from quarry;
 - b) Permission of Village Panchayats and Pollution Control Board for installation of crushers;
 - c) Licence for use of explosives, if required;
 - d) Labour License licenses;
 - e) Registration with EPFO, ESIC, and BOCW Welfare Board including Provident Fund Code No.
 - f) Permission of the State Government for drawing water from river / reservoir;
 - g) Licence from inspector of factories or other competent Authority for setting up batching plant;
 - h) Clearance of Pollution Control Board for setting up batching plant;
 - i) Clearance of Village Panchayats and Pollution Control Board for setting up asphalt plant;
 - j) Permission from NHAI for connection of airport road with National Highway.
 - k) All the equipment to be supplied and works to be executed should conform to the Electrical Inspectorate / CEA Standards including all protection and metering accessories.
 - l) Contractor has to obtain necessary scheme approval (NOC) for various facilities, if any, from concerned Govt. Department/Authority after award of work.
 - m) All testing/calibration, etc. are to be carried out as per the requirements of statutory authorities. The tests/calibration certificates shall be submitted to AAI.

- n) On completion of work, the contractor has to obtain necessary approval from EI / CEA / concerned Govt Department/Authority for concerned E & M systems wherever applicable.
 - o) Obtaining initial and final approvals (NOC) for the firefighting system from local authorities like State Fire Dept.
 - p) The scope of work also includes obtaining initial and final approvals (NOC) for the fire protection & firefighting system from local authorities like State Fire Dept.
 - q) Consent of water, consent of air and Consent for operation (CFO) from state pollution control board.
 - r) Permission of Village Panchayats and State Government for borrow earth; and
 - s) Any other permits or clearances required under Applicable Laws.
 - t) Approvals for Consent to establishment and Consent to Operate from statutory authorities e.g. CPCB / SPCB.
- 1.2 Applicable Permits, as required, relating to environmental clearance shall only be provided by AAI before start of work, if applicable.

SCHEDULE – F: FORM OF BANK GUARANTEE

ANNEX - I: FORM OF PERFORMANCE SECURITY (GUARANTEE) BANK GUARANTEE BOND (On Non-Judicial Stamp Paper of Rs100/-)

1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between[hereinafter called the said contractor(s)] for the work (hereinafter "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. (Rupeesonly) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs. (Rupees only) on demand by AAI.
2. We (Indicate the name of the Bank) do hereby undertake to pay the amounts due to payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We, the said Bank, further undertake to pay the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) inn any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We..... (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-In-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We..... (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear and enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any

such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid upto unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of

Dated this _____ Day of _____

Witness

- 1.
- 2.

For and on behalf of (The Bank)

Signature _____

Name & Designation _____

Authorisation No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India

Signature _____

Name _____

Designation _____

Dated _____

ANNEX-II: SECURITY DEPOSIT

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT & AMOUNT WITHHELD AGAINST COMPENSATION FOR DELAY IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

To
The Airports Authority India

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and AAI in connection with the work of _____ (hereinafter called the said contract), to accept Deed of Guarantee as herein provided' for Rs. _____ (Rupees _____ only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.
2. We, the _____ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e., _____ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank

before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
7. Address of Regional / Controlling branch of the issuing branch of bank Guarantee is ---

In presence of:

Dated this _____ Day of _____

WITNESS

- | | |
|----|---------------------------------|
| 1. | For and on behalf of (The Bank) |
| | Signature _____ |
| 2. | Name & Designation _____ |
| | _____ |
| | Authorisation No. _____ |
| | Name & Place _____ |
| | Bank's Seal _____ |

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature _____
Name _____
Designation _____
Dated _____

Note:

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____
_____ carrying on business under
the name and style of _____ at _____ (hereinafter called "the said
Contractor" which expression shall unless the context requires otherwise include his heirs,
executors, administrators and legal representatives).

For Partnership Concerns

1. Shri _____ son of _____ resident of _____
2. Shri _____ son of _____ resident
of _____ carrying on business in co-partnership under the name and style of
_____ at _____ (hereinafter collectively called "the said contractor"
which expression shall unless the context requires otherwise include each of them and
their respective heirs, executors administrators and legal representatives).

For Companies

M/s _____ a Company registered under the Companies Act, 1956 and
having its registered office in the State of _____ (Hereinafter called "the said Contractor" which
expression shall unless the context requires otherwise include its administrators, successors
and assigns).

**ANNEX-III: GUARANTEE FOR REMOVAL OF DEFECTS GUARANTEE TO BE
EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION
IN RESPECT OF ITEM(S) OF WORKS EXECUTED THROUGH SPECIALIZED
AGENCIES AS PER CONTRACT REQUIREMENT**

The Agreement made this ----- day of ----- Two thousand nineteen and ----- between ----- son of ----- of ----- [hereinafter called the Guarantor of the one part] and the Chairman, AAI [hereinafter called the Authority of other part].

WHEREAS THIS agreement is supplementary to a contract [hereinafter called the Contract] dated ----- and made between the GUARANTORY OF THE ONE PART and the Chairman, AAI, whereby the Contractor, inter-alia undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS THE GURANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak proof for five years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak proof and minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose.

- a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof.
- b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts.
- c) The decision of the Engineer-In-charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found render the building water proof to the satisfaction of the Engineer-In-charge at his cost and shall commence the work such rectification within 7 days from the date of issue of the notice from the Engineer-In-charge calling upon him to rectify the defects failing which the work shall be got done by the department by some other contractor at the GUARANTOR's cost and risk. The decision of the Engineer-In-charge as to the cost, payable by the Guarantor should be final and binding.

That if Guarantor fails to execute the water proofing or commits breach there under then the Guarantor will indemnify the Principal and the successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reasons of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the

amount of loss and / or damage and / or cost incurred by the Government the decision of the Engineer-in-charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligator -----
and by ----- and for an on behalf of the Chairman, AAI on the day,
month and year first above written.

SIGNED, SEALED AND delivered by OBLIGATOR (Main Contractor and Specialized agency) in
the presence of: -

- 1.
- 2.

SIGNED FOR AND ON BEHALF OF CHAIRMAN, AAI ----- IN THE
PRESENCE OF: -

- 1.
- 2.

**Note: The content of Bank Guarantee shall be modified to item specific. Separate
bank guarantee to be taken for each specialized work.**

**ANNEX-IV: FORM OF BANK GUARANTEE TO SECURE A LUMP-SUM
ADVANCE/MOBILIZATION ADVANCE**

(On Non-Judicial Stamp Paper)

To

The Airports Authority India

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions (Contract Agreement No. _____ dated _____ made between _____ * _____ and AAI in connection with the work of (hereinafter called "the said contract"), to make at the request of the Contractor a lump-sum advance of Rs. _____ (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable for AAI we, the Bank (hereinafter referred to as "the said Bank") and having our registered office at do hereby guarantee the due recovery by AAI of the said advance with interest thereon -as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with interest thereon as aforesaid is not fully recovered by AAI we, the _____ Bank hereby unconditionally and irrevocably undertake to pay to AAI on demand and without demur to the extent of the said sum of Rs _____ (Rupees _____ only) any claim made by AAI on us for the loss or damage caused to or suffered by AAI by reason of not being able to recover in full the said sum of Rs _____ (Rupees _____ only) with interest, as aforesaid.
2. We, the _____ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by AAI on account of the said advance together with interest not being recovered in full and the decision of AAI that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts loss or damage caused to or suffered by AAI shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee therein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly on discharges this guarantee subject, however, that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of completion of the said contract, i.e., _____ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. AAI shall have the fullest liberty without effecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or of any other matter or thing whatsoever after I which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank if and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which AAI may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

7. Address of Regional / Controlling branch of the issuing branch of bank Guarantee is --

In presence of:

Dated this _____ Day of _____ 200_

WITNESS

- | | |
|----|---------------------------------|
| 1. | For and on behalf of (The Bank) |
| | Signature _____ |
| 2. | Name & Designation _____ |
| | _____ |
| | Authorisation No. _____ |
| | Name & Place _____ |
| | Bank's Seal _____ |

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature _____

Name & Designation _____

Dated _____

Note:

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concerns

1. Shri _____ son of _____ resident of _____

2. Shri _____ son of _____ resident of _____ carrying on business in co-partnership under the name and style of _____ at _____ (hereinafter collectively called "the said contractor" which expression shall unless the context requires otherwise include each of them and their respective heirs, executors administrators and legal representatives).

For Companies

M/s _____ a Company registered under the Companies Act, 1956 and having its registered office in the State of (Hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

ANNEX-V: INDENTURE FOR SECURED ADVANCES

(For use in cases in which the contract is for finished work and the contractor has entered into an agreement for the execution of a certain specified quantity of work in a given time)

THIS INDENTURE made the..... day of20..... BETWEEN
.....

(hereinafter called the Contractor which expression shall where the context so admits or implies be deemed to include his executors administrators and assigns) of the one part and the CHAIRMAN, AAI (hereinafter called the AAI which expression shall where the context so admits or implies be deemed to include his successors in office and assigns) of the other part.

WHEREAS by an agreement dated..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the AAI that he may be allowed advances on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the AAI has agreed to advance to the Contractor the sum of Rupees on the security of materials the quantities and other particulars of which are detailed in Accounts of Secured Advances attached to the Running Account Bill for the said works signed by the Contractor onand the AAI has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works. Now THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Rupeeson or before the execution of these presents paid to the Contractor by the AAI (the receipt whereof the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as aforesaid the Contractor doth hereby covenant and agree with the AAI and declare as follows: -

- (1) That the said sum of Rupeesso advanced by the AAI to the Contractor as aforesaid and all or any further sum or sums advanced as aforesaid shall be employed by the Contractor in or towards expediting the execution of the said works and for no other purpose whatsoever.
- (2) That the materials detailed in the said Account of Secured Advances which have been offered to and accepted by the AAI as security are absolutely the Contractor's own property and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnifies the AAI against all claims to any materials in respect of which an advance has been made to him as aforesaid.

- (3) That the materials detailed in the said Account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereinafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer-in-Charge of the project (hereinafter called the Engineer-in-Charge) and in the term of the said agreement.
- (4) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer-in-Charge or any officer authorised by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same as required by the Engineer-in-Charge.
- (5) That the said materials shall not on any account be removed from the site of the said works except with the written permission of the Engineer-in-Charge or an officer authorised by him on that behalf.
- (6) That the advances shall be repayable in full when or before the Contractor receives payment from the AAI of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion of each such payment the AAI will be at liberty to make a recovery from the Contractor's bill for such payment by deducting there from the value of the said materials then actually used in the construction and in respect of which recovery has not been made previously, the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advances made under these presents were calculated.
- (7) That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of these presents the total amount of the advance or advances that may still be owing to the AAI shall immediately on the happening of such default be repayable by the Contractor to the President together with interest thereon at twelve per cent per annum from the date or respective dates of such advance or advances to the date of repayment and with all costs charges, damages and expenses incurred by the President in or for the recovery thereof or the enforcement of this security or otherwise by reason of the default of the Contractor and the Contractor hereby covenants and agrees with the President to repay and pay the same respectively to him accordingly.
- (8) That the Contractor hereby charges all the said materials with the repayment to the President of the said sum of Rupeesand any further sum or sums advanced as aforesaid and all costs charges, damages and expenses payable under these presents PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein if and whenever the covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance

therewith the AAI may at any time thereafter adopt all or any of the following courses as he may deem best :-

- (a) Size and utilize the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement debiting the Contractor with the actual cost of effecting such completion and the amount due in respect of advances under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor, he is to pay same to the AAI on demand.
- (b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all the sums aforesaid repayable or payable to the AAI under these presents and pay over the surplus (if any) to the Contractor. Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

(9) That except in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

(10) That in the event of any conflict between the provisions of these presents and the said agreement the provisions of these presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be finally resolved as per provisions of clause 25 of the contract.

In witness whereof the saidandby the order and under the direction of the AAI have hereunto set their respective hands the day and year first above written.

Signed, sealed and delivered by..... the said contractor in the presence of

Signature

Witness Name

Address

Signed by.....

by the order and direction of the AAI in the presence of

Signature

Witness Name

Address

ANNEX-VI: NOTICE FOR APPOINTMENT OF ARBITRATOR

Format Consent Letter
Dispute Resolution Clause

To,

The Chairman/Member/Regional Executive Director,
Airports Authority of India,

SUB: Request for appointment of arbitrator under Clause_____ of the
_____ agreement dated_____ for_____

Sir/Madam,

1. We state that _____(contractor/agency) was awarded work/ concession of _____ at _____ Airport/ _____ (other location) of Airports Authority of India through Award Letter dated_____.
2. Dispute related to _____arose between us (contractor/agency) and AAI.
3. On_____ (date), dispute was referred to Mediation as per AAI Mediation Policy and any settlement on the following claims/disputes was not reached between the parties:
 - (i)
 - (ii)
 - (iii)
4. A concise statement along with claim in respect of each of such disputes is attached herewith.
5. In view of the above, we invoke arbitration under clause _____of the _____ agreement between us and AAI and as per proviso to Section-12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request the Chairman/Member/Regional Executive Director AAI to appoint arbitrator from AAI's panel of arbitrators.
6. I/We also give my /our consent for appointing any of an arbitrator from AAI's approved panel of arbitrators, **as per paragraph-5 above.**

Thanking you,

(_____)

Authorized signatory of
Encl: As above

ANNEX-VII: FORM OF SUPPLEMENTARY AGREEMENT
(See Article 27)

This Agreement made this day the betweenhereinafter called the First party which expression shall include his heirs, executors and administrators / their successors and assigns and the Chairman, Airports Authority of India through hereinafter called the Second party which expression shall include his successors assigns, shown as under: -

1. That this Agreement shall be called as Supplementary Agreement to the Agreement No. relating to the construction of entered into by the parties to this agreement.
2. That WHEREAS the first party has substantially completed the execution of the work described in and covered by the Agreement No. except the item mentioned in the schedule annexed to this Agreement And whereas the items of the work mentioned in the schedule annexed to this Agreement can't now be executed on account of non completion of the sanitary work, electric installation and some other work; and whereas both the parties are desirous that the items mentioned in the schedule annexed to this agreement should be executed by the fist party after the completion of the sanitary work, electric installation and some other work, it is hereby further agreed as under:-
 - a) That the first party shall and will execute the work covered by the items mentioned in the schedule annexed to this agreement at the rates and as per the terms and conditions of the original Agreement no. whenever called upon to do so by the Engineer-In-Charge, within a period of one year from the date hereof.
 - b) That the first party shall have absolutely no claim of whatsoever nature against the second party for doing the work mentioned in the schedule annexed to this Agreement as required under clause (a) above, except that which he would be entitled to under the original Agreement No.....
 - c) That the first party shall be liable to execute all other items arising out of the original Agreement No..... which in the opinion of the Engineer-In-Charge are necessary.
 - d) That the first party shall start with the work of the remaining items mentioned in the schedule annexed to this Agreement within days from on the receipt of a letter to the effect from the Engineer-In-Charge or from any date fixed in the said letter and shall complete the said work within the time fixed by the said Engineer-In-Charge or as extended by him from time to time.
 - e) That on the due execution and completion of this agreement by the parties, the bill of the first party in relation to the work already done by him under the original Agreement No..... shall be provisionally finalized by the second party and payment on account, if any amount is due, shall be made to the first party provided that the second party shall have a right to retain such amount as is considered reasonable by him as a security for the execution of the work mentioned in the scheduled annexed to this agreement and the second party

shall have a right to deal with the said amount of security as the thinks proper under the terms and conditions of the original agreement.

Further, on the due execution and completion of this agreement, the first party should be entitled to claim back his security deposit relating to the work in question, subject to the right of the second party to retain such amount as he thinks reasonable as mentioned above soon after the maintenance period of ____ month(s), as the case may be mentioned in Clause of the original agreement, is over.

- f) That the final bill relating to the entire work under the two agreements should be prepared after the completion of the entire work covered by Agreement No..... and this agreement.

3. Except as modified by this agreement the said Agreement No..... shall remain in full force and effect.

IN WITNESS WHEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR signature on this day the.....

(Signature of Contractor)

(Signature of accepting authority
For and on behalf of Chairman,
Airports Authority of India

(Signature of Witness)

(Signature of Witness)

Name & address
of witness

Name & address
of witness

ANNEX VIII (A) Work Diary
PART – A

1. Name of Work.....
2. Contract Agreement No
3. Date of Acceptance
4. Name and Registered address of Contractor.....
5. Contract Sum and /or percentage on Schedule of Rate.....
6. Period of Contract.....
7. Name and local address of Contractor/ Contractor's Agent
8. Date of First Works order.....
9. Date of handing over the site to contractor
10. Date of Commencement of work
11. Stipulated date of completion of Contract.....
12. Suspension orders showing duration and authority.....
13. Extended date of completion with authority
14. Date of actual completion of work
15. Date of work taken over.....
16. Date of expiry of Maintenance Period

ANNEX-VIII(B): Work Diary

PART – B

DAILY RECORD

1. Weather
2. Workers engaged by Contractor

| Skilled | | | | Unskilled | | | |
|------------|----|----------|----|-----------|----|-----------------|----|
| Category | No | Category | No | Category | No | Category | No |
| Concreter | | Paviour | | Glazier | | Mate | |
| Bricklayer | | Tiller | | Plumber | | Bhisty | |
| Mason | | Painter | | | | Mazdoor (man) | |
| Carpenter | | Polisher | | | | Mazdoor (women) | |
| Joiner | | | | | | Mazdoor (boy) | |

3. Important materials brought on site with approximate quantities (rejection, if any, to be stated).

| Schedule 'B' materials | | Contractor's materials | | Rejections | |
|------------------------|----------|------------------------|----------|------------|----------|
| Materials | Quantity | Materials | Quantity | Materials | Quantity |
| | | | | | |

4. Details of plant, equipment and transport and transport working on site.

| | T & P Hired under Schedule 'C' | | Contractor's T&P equipment & transport | |
|---|--------------------------------|--|--|--|
| T & P | Quantity | Remarks regarding breakdown maintenance etc. | Quantity | Remarks regarding breakdown maintenance etc. |
| Road Roller Concrete. Mixer Tar Roller Transport | | | | |

5. Brief particulars of work in progress

6. Important stages completed and passed

7. Remarks of Visiting Officer

Dated signature of Engineer-in-charge

Date of signature of contractor or representative or his authorized agent

ANNEX-IX

Guarantee Bond for Water Proofing and Anti-Termite Post Treatment

This agreement made this ----- day of ----- Two thousand and ----- between M/s ----- [hereafter called the Guarantor] of the one part and the Chairman, Airports Authority of India [hereinafter called the Authority] of the other part.

Whereas this agreement is supplementary to the contract (thereinafter called the contract) dated ----- made between the GUARANTOR of the one part and Authority of the other part whereby the contractor inter-alia undertook to render the buildings and structures in the said contract recited completely Termite proof /water & leak proof.

And whereas the GUARANTOR agreed to give a guarantee to the effect that the said structure will remain Termite-proof/Water and leak proof for 5 years to be reckoned from the date after the maintenance period prescribed in contract expires.

During this period of guarantee the guarantor shall make good all defects and for that matter, shall replace at his risk and cost such wooden members etc. as may be damaged by termites and in case of any other defect being found he shall render the building termite proof/water and leak proof at his cost to the satisfaction of the Engineer-In-charge and shall commence the works of such rectification within 7 days from date of issuing notice from the Engineer-In-charge calling upon him to rectify the defects failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk and in the latter case the decision of the Engineer-In-charge as to the cost recoverable from the Guarantor should be final and binding.

That, if the Guarantor fails to execute the Anti-Termite treatment/Water Proofing Treatment or commits breaches hereunder, then the Guarantor will indemnify Authority and his successors against all loss, damage, cost, expense, or otherwise which may be incurred by him by reason of any, default on the part of the GUARANTOR in performance and observance of this supplemental agreement. As to the amount of loss and/or damage and/or cost incurred by the Authority the decision of the Engineer-In-charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the obligator -----
----- and by -----
for and behalf of the Airports Authority of India on the day, month and year first above written.

SIGNED, sealed and delivered by OBLIGATOR in the presence of: -

1.

2.

SIGNED for and on behalf of THE AIRPORTS AUTHORITY OF INDIA by -----
--- in the presence of: -
1.

2.

CONTRACTOR

ENGINEER-IN-CHARGE

ANNEX-X

Format for Tripartite Agreement

1. We M/s _____ hereby inform the department that works covered under following subheads shall be executed by M/s _____ on our behalf and will act as specialized Agency. They will execute complete work according to scope of work and tender specification under agreement no. _____ dated _____. The rates, terms and conditions and performance of the system are hereby promised as per our obligations in the above agreement.

| Sl. | Nature of work | Subhead no. | Value of work under this subhead |
|-----|----------------|-------------|----------------------------------|
| 1.1 | | | |
| 1.2 | | | |
| 1.3 | | | |

2. We M/S.....here by agree to undertake the specialized items/ jobs covered under subheads indicated above on behalf of main Agency. We hereby agree to abide by followings as specified in the agreement No.....datedexecuted between main agency M/s _____ and AAI.

2.1 We M/S.....here by confirm that we have studied complete scope of work and tender specifications for the subheads to be executed by us.

2.2 The work shall be executed by us as per specifications of work & terms and conditions of the contract under above subheads.

2.3 The performance tests of the system shall be conducted and results are promised to meet requirement indicated in tender specification.

2.4 We also promise to provide warranty for the system/components during defect liability period.

2.5 We agree to undertake AMC/CMC and or operation, as the case may be, for the system after plant/system is taken over by the department.

3. We as main contractor M/s _____ agree to the arrangement of deduction of security deposit, income tax and part rate for incomplete work or deduction required for other reason shall be made as per contract conditions from our each running bill.

4. We as main contractor M/s _____ agree to the arrangement of direct payment to M/s _____ @ _____ % of net payment (The value of net payment due shall be determined after deduction under Para 3 above) of each running account bill for above subheads which has been agreed by our associates M/s _____.

5. We M/s_____ as associate of M/s _____ agree to complete the specialized work within our scope of work including testing and commissioning of the systems along with completion of main work.

6. We M/s_____ as associate of M/s _____ agree to attend all meetings by AAI as and when called for. We also agree to abide by instructions/directions issued by AAI time to time.

7. We M/s_____ as associate of M/s _____ agree to abide by all security instructions and directions during execution of work.

8. I on behalf of Chairman, AAI agree to the conditions signed by other two parties.

Name
Signature
On behalf of M/s _____
Main contractor

Name
Signature
On behalf of M/s _____
Associate agency
For specialized work.

Name
Signature
Designation
On behalf of AAI

SCHEDULE-G **(Contractor's Payment Schedule)**

SCHEDULE OF MAJOR COST CENTRE: For Item no. 1.0 of BOQ

- 1.1 The percentage figure filled in column (4) by the AAI for the apportionment of the accepted contract Amount for completion of the works corresponding to the item No.1.0 of BoQ and payment shall be released for different cost centers as per percentage breakup of the accepted contract sum of Item no. 1.0 of BoQ
- 1.2 The basis of payment of an activity / item on "Pro rata basis" shall be worked out as per work done under column 3 on percentage mentioned in column 4 out of total scope of work under each activity/item. In case work under against any sub activity/sub item is not completed in totality, the decision of Engineer-In-Charge for deciding percentage of payment shall be final and binding on contractor. Further, sub cost center, if required, shall be decided by EIC.
- 1.3 The Contract Price for this Agreement is as per award letter issued by AAI based on the amount quoted by the lowest bidder.
- 1.4 One-time revision in major cost center is permitted during the contract period after finalization of design and approval by AAI.
- 1.5 Proportions of the Contract Price for different stages of Construction of the Project shall be as specified below:

| Sl. No. | Description of Item | Break up of | Total payable (%) |
|------------|--|-------------|---------------------|
| | | payable (%) | of Item no 1 of SOQ |
| 1 | 2 | 3 | 4 |
| 1 | DESIGN DEVELOPMENT WORKS OF ALL STRUCTURES: | | 2.80% |
| (i) | Submission of drawings & documents / shop drawings. | 60.00% | |
| (ii) | Vetting of design from IIT/NIT | 20.00% | |
| (iii) | On approval of the design from Engineer-in-Charge | 10.00% | |
| (iv) | Submission & obtaining approval for As-built Drawings, operation & maintenance manuals | 10.00% | |
| | | | |
| 2 | PASSENGER TERMINAL BUILDING i/c OVER HUNG CANOPY: CIVIL & INTERIOR WORKS | | |
| 2.1 | Sub structure up to plinth level | | 5.50% |
| (i) | Excavation, cutting and back filling | 20.00% | |

| | | | |
|------------|--|--------|--------------|
| (ii) | RCC Raft /Pile/footings /plinth beams including PCC | 45.00% | |
| (iii) | RCC wall, columns | 30.00% | |
| (iv) | Grade Slab i/c sand filling, water proofing & Anti termite Treatment etc. | 5.00% | |
| | | | |
| 2.2 | RCC/BLOCKWORK/BRICK WORK/Steel in Super Structure/Puff panels walls | | 7.00% |
| (i) | RCC/Steel Columns | 35.00% | |
| (ii) | Beams | 35.00% | |
| (iii) | External walls and internal walls etc. as shown in tender drawings. | 30.00% | |
| | | | |
| 2.3 | Flooring & Dado including superior flooring, Wood work & Joinery i/c fire & non-fire Rated doors, Frames, tactile Path SS hardware, Internal Partition work for offices with accessories & Toilet Cubicles with accessories | | 2.30% |
| (i) | Ground floor level | 50.00% | |
| (iii) | Airside and City side Kerb Area | 50.00% | |
| | | | |
| 2.4 | Roofing including steel structure, etc. (including PTB, Kerb area, Airside & Cityside Canopy area as per tender drawing) | | 8.00% |
| (i) | Structural Steel Works including Protective and Fire-Resistant Coating | 48.00% | |
| (ii) | Roof sheeting in double skin insulated standing seam including roof hatch, gutters, Downtakes, gutter & flashings, etc. complete in all respect as per DBR & technical specification. | 47.00% | |
| (iii) | Testing & Commissioning | 5.00% | |
| | | | |
| 2.5 | All External Façade/cladding Systems including Internal Glazing / Cladding/ Louvres/Puffed Panels Walls | | 3.00% |
| (i) | Supporting Structural Steel works including protective coating | 25.00% | |
| (ii) | Supporting Aluminium/SS works | 20.00% | |
| (v) | Glazed partitions, doors, accessories, hardwares, safety films i/c ACP cladding on columns, | 45.00% | |
| (vi) | Metal Cladding & Louvers | 5.00% | |
| (vii) | Testing & Commissioning | 5.00% | |
| | | | |
| 2.6 | False Ceiling Works (PTB, Airside and cityside canopy area as per approved drawing) | | 1.20% |

| | | | |
|------------|---|---------|---------------|
| (i) | False Ceiling Works | 100.00% | |
| | | | |
| 2.7 | Other finishing works and miscellaneous items as per scope of work | | 3.20% |
| (i) | Installation of stainless-steel guard rail/SS Fender, Column Guards, trolley fender, glass /ss /MS railing in stair case/ other locations etc. | 20.00% | |
| (ii) | Installation of sanitary and plumbing fixtures, Urinal partitions, Mirrors, Smoking room accessories, Soap dispensers, automatic aerosol dispensers Toilet paper holder, wash room paper towel holder, grab bars, accessories, hardwares etc. | 30.00% | |
| (iii) | Supply & Installation, Check-in Counters, Information Counter, VIP Room Furnitures, Security check cubical for ladies including stamping tables, Dust Bin, Frisking Booth, Planters etc | 20.00% | |
| (iv) | Waterproofing Works (Toilet, AHU, terrace & other wet areas) | 20.00% | |
| (v) | All other works i/c finishing / miscellaneous items as per scope of work but not covered in above items | 5.00% | |
| (vi) | Testing, commissioning | 5.00% | |
| | | | |
| 3 | SITE DEVELOPMENT & HORTICULTURE WORKS | | 10.00% |
| (i) | Earth work in excavation, carriage of earth, Grading and levelling of areas i/c cutting, Sand filling wherever required | 25.00% | |
| (ii) | Pavement works on Cityside and Airside i.e. Pavement work at Fire Station, Pavement work at ATC Tower, Internal Roads including Kerb stones and median work as required (Cityside & Airside as per tender drawing) and Footpaths i/c Parking Facility for Car and two wheelers as per tender drawing with Toilets facility, External Signages | 50.00% | |
| (iii) | Recarpeting of existing roads, drainage system, Sewerage System, Pumping arrangement system, as per norms, site conditions and approval of Engineer-in-charge. | 7.50% | |
| (iv) | Water Supply Network (Filtered, Unfiltered) including Periphery Grids | 3.50% | |
| (v) | Landscaping / Horticulture Works with 300 mm earth filling, grassing, tree plantations/shurbs and potted plants etc. | 4.00% | |
| (vi) | All other works as per scope of work but not covered in above items | 5.00% | |
| (vii) | Testing, commissioning | 5.00% | |
| | | | |
| 4 | UG Water Tank & OH Water Tank | | 1.00% |
| (i) | Under Ground Water Tank i/c Pump room, Borewell & Waterproofing wherever necessary. | 25.00% | |
| (ii) | Overhead Water Tank | 30.00% | |

| | | | |
|-----------|--|--------|---------------|
| (iii) | Septic Tank | 30.00% | |
| (iv) | Soak Pit | 15.00% | |
| | | | |
| 5 | OPERATIONAL/PROPERTY BOUNDARY WALL /Chain Link fencing along with entry and exit gate AS PER TENDER DRAWING | | 3.80% |
| (i) | Sub Structure up to plinth level | 35.00% | |
| (iii) | Super Structure | 35.00% | |
| (iv) | P/F Barbed wire and Concertina Coil | 10.00% | |
| (v) | Provision of exit and entry gates | 10.00% | |
| (vi) | Painting and AAI logo marking & Overhead Signage board | 10.00% | |
| | | | |
| 6 | ESS (Substation), Water Treatment Plant and associated structure. | | 15.00% |
| (i) | Sub structure including waterproofing | 30.00% | |
| (ii) | Super structure - Shell & Core i/c Internal water supply and sanitary installations & Civil External Service Connections | 40.00% | |
| (iii) | Waterproofing Works (Toilet, terrace & other wet areas) | 5.00% | |
| (iv) | Finishing works | 20.00% | |
| (v) | Anti-Termite Treatment | 5.00% | |
| | | | |
| 11 | For E & M, Airport Systems & IT Systems works (for breakup of Payable (%), Refer Annex-I) | | 30.43% |
| | | | |
| 12 | Obtaining Applicable Permits, licenses, NOC and approvals set forth in Schedule-E, Final Finishing and cleaning i/c removal of all dirt & dust. | | 5.00% |

Note:

- i. **Payment shall be made on Pro-rata basis considering all components involved towards completion of the work.**
- ii. The payment schedule is fixed however the weightage of payment percentage can be modified on request of agency by submission of detailed technical cost estimate and valid reasons, subject to approval of the Technical Sanctioning authority.

SCHEDULE – G: Annex I

| Stages of Payment Airport | | | |
|------------------------------|---|-------------------------|---------------------------------------|
| S. No. | Description of Item | Break up of payable (%) | Total payable (%) of Item no 1 of SOQ |
| 1 | E & M WORKS (Weightage=100%) | | 24.80% |
| A | ELECTRICAL WORKS (INTERNAL & EXTERNAL) | 58.85% | |
| 1.1 | Substation equipment comprising DG set, Essential Panel, Earthing of DG set system, control cabling, HT panel, transformers, HT LT cables, bus trunking from transformer to LT panel, LT panels, automatic power factor correction panel, active harmonic filters, SPD (surge protection system), essential panel, earthing, required inter-connections, substation safety equipments. online 3 phase UPS system with 30 minutes back-up. | 42.67% | |
| (i) | Approval of shop drawing & Technical Data sheet. | 5.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 25.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| 1.2 | Internal & External Electrical Installations i/c internal & external lightings, complete in all respect. | 52.88% | |
| (i) | Approval of shop drawing & Technical data sheet | 5.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 25.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| 1.3 | Automatic Sliding Door, , Air Curtain, Hand dryer & sanitary napkin machine with incinerator, Baby diaper changing station, Baby Protection Safety Chair, illuminated signages inside Terminal Building | 4.45% | |
| (i) | Approval of shop drawing & Technical data sheet | 5.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 25.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |
| B | Water Pump and RO system | 1.89% | |
| 1.4 | Water Pump and RO | 100.00% | |
| (i) | Approval of shop drawing & Technical data sheet | 5.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 25.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |
| C | Fire-fighting Protection and Fire detection & alarm system | 5.24% | |

| | | | |
|-------------|--|----------------|--------------|
| 1.5 | Fire Protection System including down comer & fire extinguishers | 29.56% | |
| (i) | Approval of shop drawing & Technical data sheet | 5.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 25.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| 1.6 | Automatic addressable fire alarm & detection system and Automatic room flooding fire suppression system | 70.44% | |
| (i) | Approval of shop drawing & Technical data sheet | 5.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 25.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |
| D | Air-conditioning system | 11.26% | |
| 1.7 | VRV/VRF, Split AC's etc. | 100.00% | |
| (i) | Approval of shop drawing & Technical data sheet | 5.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 25.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |
| E | PA System | 7.35% | |
| 1.8 | Public Address System | 100.00% | |
| (i) | Approval of shop drawing & Technical data sheet | 2.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 28.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |
| F | Conveyor Belt | 15.41% | |
| 1.9 | Departure and Arrival conveyor | 100.00% | |
| (i) | Approval of shop drawing & Technical data sheet | 2.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 28.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |
| G | IT Security (Weightage=100%) | | 2.98% |
| 1.10 | IT - Passive (SCS) & IT-Rack etc. | 15.00% | |
| (i) | Approval of shop drawing & Technical data sheet | 2.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 28.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |
| 1.11 | IT - Active (ANS) & Server | 70.00% | |
| (i) | Approval of shop drawing & Technical data sheet | 2.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 28.00% | |
| (iv) | Testing & Commissioning | 5.00% | |

| | | | |
|----------|---|--------|--------------|
| | | | |
| 1.12 | IP EPABX System | 15% | |
| (i) | Approval of shop drawing & Technical data sheet | 2.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 28.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |
| | | | |
| H | Airport Systems (Weightage=100%) | | 2.65% |
| 1.13 | SCCTV System | 65% | |
| (i) | Approval of shop drawing & Technical data sheet | 2.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 28.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |
| 1.14 | FID System | 35% | |
| (i) | Approval of shop drawing & Technical data sheet | 2.00% | |
| (ii) | Supply of materials | 65.00% | |
| (iii) | Erection/ Installations of materials | 28.00% | |
| (iv) | Testing & Commissioning | 5.00% | |
| | | | |

SCHEDULE – H: DRAWINGS

(See Clause 10.2.2)

1. Drawings

In compliance of the obligations set forth in Clause 10.2 of this Agreement, the Contractor shall furnish to the Engineer-In-charge, free of cost, all Drawings listed in Annex-I of this Schedule-H.

2. Additional Drawings

If the Engineer-In-charge determines that for discharging its duties and functions under this Agreement, it requires any drawings other than those listed in Annex-I, it may by notice require the Contractor to prepare and furnish such drawings forth with. Upon receiving a requisition to this effect, the Contractor shall promptly prepare and furnish such drawings to the Engineer-In-charge, as if such drawings formed part of Annex-I of this Schedule-H.

SCHEDULE – H, ANNEX – I
DRAWINGS TO BE FURNISHED
BY THE CONTRACTOR

Pursuant to clause-10.1.5 of Article-10, the Contactor / the Design Consultant appointed by the Contractor shall prepare and supply all the coordinated, good for construction drawings and get them duly proof checked / vetted by Proof Consultant, before obtaining approval from the Engineer-in-Charge. The Contactor / the Design Consultant shall furnish necessary supporting calculations, design details, additional drawings as may be required by Proof Consultant / Engineer-in-Charge so as to validate the submittals furnished as part of the design submissions are in order and comply with the requirements.

The entire design and drawings shall be developed fully in compliance with the **Schedule – D** to the satisfaction of the Engineer-in-Charge.

SCHEDULE-I

PROJECT COMPLETION SCHEDULE

1 Project Completion Schedule

During Construction period, the Contractor shall comply with the requirements set forth in this Schedule-I for each of the Project Milestones and the Scheduled Completion Date. Within 15(fifteen) days of the date of each Project Milestone, the Contractor shall notify the Authority of such compliance along with necessary particulars thereof. The Scheduled Completion Date shall be **07 months** (Including 1 months for rain) i.e. **210 days** having DLP of 24 months after actual date of completion of work.

2. The progress of Work shall be maintained as under commensurate to the time periods and milestones shown below:

| Sl. No. | Description of Item | Completion date | Amount to be withheld in case of non-achievement of Milestone |
|---------|---|---|---|
| 1 | 2 | 3 | 4 |
| 1 | DESIGN DEVELOPMENT WORKS: Detailed Design of various disciplines of the work (Note: All drawings of all stages shall be legible and in high resolution in both soft and hard copy) | | |
| (i) | Submission of drawings & documents / shop drawings. | Zero date + 45 days for Civil & interior works, E&M work and for all other works. | Rs 5,00000.00 |
| (ii) | Vetting of design from IIT/NIT | | |
| (iii) | On approval of the design from Engineer-in-Charge | | |
| (iv) | Submission & obtaining approval for As-built Drawings, operation & maintenance manuals | | |
| | | | |
| 2 | PASSENGER TERMINAL BUILDING i/c OVER HUNG CANOPY: CIVIL & INTERIOR WORKS | | |
| 2.1 | Sub structure | | |
| (i) | Excavation, cutting and back filling | Zero date + 75 days | Rs 7,00000.00 |
| (ii) | RCC Raft /Pile/footings /plinth beams including PCC | | |
| (iii) | RCC wall, columns | | |
| (iv) | Grade Slab i/c sand filling, water proofing & Anti termite Treatment etc. | | |

| | | | |
|------------|--|----------------------|---------------|
| | | | |
| 2.2 | RCC/BLOCKWORK/BRICK WORK/Steel in Super Structure | | |
| (i) | RCC/Steel Columns & internal walls | Zero date + 120 days | Rs 8,00000.00 |
| (ii) | Beams | | |
| (iii) | Internal walls etc. as shown in tender drawings. | | |
| | | | |
| 2.3 | Flooring & Dado including superior flooring, Wood work & Joinery i/c fire & non-fire Rated doors, Frames, tactile Path SS hardware, internal Partition work for offices with accessories & Toilet Cubicles with accessories | | |
| (i) | Ground floor level, Airside and City side Kerb Area | Zero date + 180 days | Rs 5,00000.00 |
| | | | |
| 2.4 | Roofing including steel structure, etc. (including PTB, Kerb area, Airside & Cityside Canopy area as per tender drawing) | | |
| (i) | Structural Steel Works including Protective and Fire-Resistant Coating, Puffed panel roofing | Zero date + 150 days | Rs 8,00000.00 |
| | | | |
| 2.5 | All External walls | Zero date + 180 days | Rs 4,00000.00 |
| 2.6 | False Ceiling Works (PTB, Airside and cityside canopy area as per approved drawing) | Zero date + 180 days | Rs 5,00000.00 |
| 2.7 | Other finishing works and miscellaneous items as per scope of work | | |
| (i) | Installation of stainless-steel guard rail/SS Fender, Column Guards, trolley fender, glass /ss /ms railing in stair case/ other locations etc. | Zero date + 180 days | Rs 8,00000.00 |
| (ii) | Installation of sanitary and plumbing fixtures, Urinal partitions, Mirrors, Smoking room accessories, Soap dispensers, automatic aerosol dispensers Toilet paper holder, wash room paper towel holder, grab bars, accessories, hardwares etc. | | |
| (iii) | Supply & Installation, Check-in Counters, Information Counter, VIP Room Furnitures, Security check cubical for ladies including stamping tables, Dust Bin, Frisking Booth, Planters etc | | |
| (iv) | Waterproofing Works (Toilet, AHU, terrace & other wet areas) | | |
| (v) | All other works i/c finishing / miscellaneous items as per scope of work but not covered in above items | | |

| | | | |
|----------|--|----------------------|---------------|
| | | | |
| 3 | SITE DEVELOPMENT & HORTICULTURE WORKS | | |
| (i) | Earth work in excavation, carriage of earth, Grading and levelling of areas i/c cutting, Sand filling wherever required | Zero date + 180 days | Rs 5,00000.00 |
| (ii) | Pavement works on Cityside and Airside i.e. Internal Roads including Kerb stones and median work as required (Cityside & Airside as per tender drawing) and Footpaths i/c Parking Facility for Car and two wheelers as per tender drawing, External Signages | | |
| (iii) | Construction of Septic Tank & Soak pit, drainage system, Sewerage System & Underground Sump for Terminal Building, Fire-fighting etc., Pumping arrangement system, as per norms, site conditions and approval of Engineer-in-charge. | | |
| (iv) | Water Supply Network (Filtered, Unfiltered) including Periphery Grids | | |
| (v) | Landscaping / Horticulture Works with 300 mm earth filling, grassing, tree plantations/shurbs and potted plants etc. | | |
| (vi) | All other works as per scope of work but not covered in above items | | |
| | | | |
| 4 | UG Water Tank & OH Water Tank | | |
| (i) | Under Ground Water Tank i/c Pump room, Borewell & Waterproofing wherever necessary. | Zero date + 120 days | Rs 5,00000.00 |
| (ii) | Overhead Water Tank | | |
| | | | |
| 5 | OPERATIONAL/PROPERTY BOUNDARY WALL along with entry and exit gate, Chain Link Fencing etc AS PER TENDER DRAWING | | |
| (i) | Sub Structure up to plinth level | Zero date + 60 days | Rs. 500000.00 |
| (ii) | Super Structure | Zero date + 120 | Rs. 500000.00 |
| 6 | ESS (Substation), Water Treatment Plant and associated structure. | | |
| (i) | Sub structure - Below plinth | Zero date + 60 days | Rs. 500000.00 |
| (ii) | Super Structure – Above Plinth | Zero date + 120 days | Rs. 500000.00 |
| (iii) | Finishing (Waterproofing, Painting, Flooring etc.) | Zero date + 150 days | Rs. 500000.00 |
| 7 | For E & M, Airport Systems & IT Systems works | (Refer Annex-I) | |
| | | | |
| 8 | Obtaining Applicable Permits, licenses, NOC and approvals set forth in Schedule-E, Final | Zero date + 210 days | Rs 5,00000.00 |

| | | | |
|----------|---|----------------------|---------------|
| | Finishing and cleaning i/c removal of all dirt & dust. | | |
| | | | |
| 9 | On Declared Completion in all aspects as per scope by the Competent Authority. | Zero date + 210 days | Rs 5,00000.00 |

Note: 1. Any milestone completed to the extent of 95% shall be treated as completed and no money shall be withheld against any particular milestone.

2. Amount withheld against non-achieving of milestone can be released on submission of BG of same amount, when amount so withheld is increased beyond Rs. 25.00 Lakhs.

3. Based on aforesaid milestone, the Contractor shall prepare an integrated programme chart in Project Management Software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in- Charge within 28 days of award of the contract.

The work programme shall also include all details of balance drawings and decisions required to complete the contract with specific dates by which these details are required by contractor without causing any delay in execution of the work. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per mile stones. Programme (the "Programme") for the Works, developed using networking techniques giving the following details shall be submitted in aforesaid time limit:

Part I: Contractor's organization for the Project, the general methods and arrangements for design and construction, environmental management plan, Quality Assurance Plan including design quality plan, traffic management and safety plan covering safety of users and workers during construction, Contractor's key personnel and equipment:

Part II: Programme for completion of all major stages and Project Milestones of the Works as specified in Project Completion Schedule set forth in **Schedule-I**. The Programme in required format such as MS Project/Primavera shall include:

- a. The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design and major stages of Works;

- b. Network (PERT / CPM);
- c. Programme for procurement of materials by the contractor;
- d. Deployment of machinery / equipment's having adequate capacity, commensurate with the quantum of work to be done;
- e. the periods for reviews under Clause 12.2;
- f. the sequence and timing of inspections and tests specified in this Contract.

Part III: Monthly cash flow forecast.

4. Consent by the Engineer-in –Charge to Programmes shall not relieve the Contractor of any of his responsibilities or obligations under the Contract. If the Programmes indicate that a Key Date has not, or will not be met, it shall not, by itself entitle the Contractor to an extension of time in relation to such Key Date.
5. A recovery of **Rs. 5000/-** shall be made on per day basis in case of delay in submission of the above programme. If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above or after rescheduling of milestones, the contractor shall produce a revised programme within 7 (seven) days, showing the modifications to the approved programme to ensure timely completion of the work. The modified schedule of programme shall be approved by the Engineer in Charge. A recovery of Rs. 5000/- shall be made on per day basis in case of delay in submission of the modified programme.
6. The submission for approval by the Engineer-in-Charge of such programme or such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-in-Charge to take-action against the contractor as per terms and conditions of the agreement.
7. Request for rescheduling of Milestones be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Executive Director Engg with copy to Engineer-in-Charge.
8. In case, the contractor does not achieve a particular milestone, or the re-scheduled milestone(s) in terms of para 7 above, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

SCHEDULE – I: Annex I

| | | | |
|------------|--|----------------------|-------------------------|
| 1 | E & M WORKS | | |
| A | ELECTRICAL WORKS (INTERNAL & EXTERNAL) | | |
| 1.1 | Substation equipment comprising DG set, Essential Panel, Earthing of DG set system, control cabling, HT panel, transformers, HT LT cables, bus trunking from transformer to LT panel, LT panels, automatic power factor correction panel, active harmonic filters, SPD (surge protection system), essential panel, earthing, required inter-connections, substation safety equipments. online 3 phase UPS system with 30 minutes back-up. | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical Data sheet. | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| 1.2 | Internal & External Electrical Installations i/c internal & external lightings, LPS. | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| 1.3 | Automatic Sliding Door, Baby diaper changing station, Baby protection sheet, Automatic Sanitary Napkin vending machine & Sanitary Napkin incinerator complete in all respect. | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| 1.4 | Illuminated & non-illuminated Internal and External Signages including way finding signage, emergency signages. | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| | | | |
| B | Water pump & RO system | | |
| 1.5 | Drinking water fountains with RO & Hydropneumatics water supply system etc. | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |

| | | | |
|-------------|---|----------------------|-------------------------|
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| | | | |
| C | FIRE FIGHTING & FIRE ALARM WORKS | | |
| 1.6 | Fire Protection System, fire extinguishers etc. | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| 1.7 | Automatic addressable fire alarm & detection systems, Gas Room flooding Fire protection system | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| | | | |
| D | VRV/VRF/SPLIT AC SYSTEM | | |
| 1.8 | VRV/VRF/Split AC's, Air curtain etc. | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| | | | |
| 1.9 | Public Address system | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| | | | |
| 1.10 | Conveyor Belt | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| | | | |
| 2 | Airport Systems | | |

| | | | |
|------------|---|----------------------|-------------------------|
| 2.1 | SCCTV System | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| 2.2 | FIDS | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| | | | |
| | | | |
| 3 | IT Security | | |
| 3.1 | IT - Passive (SCS) & IT-Rack etc. | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| 3.2 | IT - Active (ANS) & Server | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |
| | | | |
| 3.3 | IP EPABX System | | 5% of Total payable (%) |
| (i) | Approval of shop drawing & Technical data sheet | Zero date + 45 days | |
| (ii) | Supply of materials | Zero date + 120 days | |
| (iii) | Erection/ Installations of materials | Zero date + 150 days | |
| (iv) | Testing & Commissioning | Zero date + 180 days | |

SCHEDULE-J
(See Clause 12.1.2)

**TESTS ON MATERIALS DURING EXECUTION AND AFTER
COMPLETION**

1. TESTING OF MATERIALS:

1.1 All materials intended to be used at site shall be tested prior to its use in an approved manner.

1.1.1 For materials covered under CPWD specification 2019 unless otherwise stated, shall be tested as per list of tests at a frequency mentioned under "LIST OF MANDATORY TESTS" CPWD specification 2019 of relevant subhead. In addition to above, 5% of the total number of RCC members in each category i.e beam, column, slab and footing shall be tested by Ultrasonic Pulse Velocity (UPV) test method for establishing quality of concrete. Tests shall be conducted on RCC beam near joint with column, on RCC column near joint with beam, on RCC footings and rafts. On RCC rafts a suitable grid can be worked out for determining number of tests. In addition, doubtful areas such as honeycombed locations, locations where continuous seepage is observed, construction joints and visible loose pockets will also be tested.

1.1.2 The acceptance criteria shall be as per IS 13311(Part-I). Good and Excellent reading are acceptable and below this concrete is not acceptable.

1.1.3 The test results are to be examined in view of the above acceptance criteria "Good" and "Excellent" and wherever concrete is found with less than required quality as per acceptance criteria, repairs to concrete will be made. Honeycombed areas and loose pockets will be repaired by grouting using Portland Cement Mortar/Polymer Modified Cement Mortar/Epoxy Mortar etc. after chipping loose concrete in appropriate manner. In areas where concrete is found below acceptance criteria and defects are not apparently visible on surface, injecting approved grout in appropriate proportion using epoxy grout/acrylic polymer modified cement slurry made with shrinkage compensating cement/plain cement slurry etc will be resorted to for repairs. (refer relevant chapters from CPWD Hand Book on Repairs and Rehabilitation of RCC Buildings). Repair to concrete will be done till satisfactory results are obtained as per the acceptance criteria by retesting of the repaired area. If satisfactory results are not obtained dismantling and relaying of concrete will be done. The expenditure on all aforesaid activities shall be borne by contractor and nothing extra shall be payable on any account.

- 1.1.4 For items not covered in CPWD Specification and a separate technical specification is given under, testing shall be carried out accordingly.
- 1.1.5 In case of any material(s) which are not covered in CPWD specification 2019 nor testing requirement is mentioned in technical specification, the same shall be tested as per relevant Indian and/or International standards to meet out their conformity to laid down specification.
- 1.1.6 Cost of all such tests and any other tests felt necessary by the Engineer shall be deemed to be included in the price of respective materials quoted by the Contractor. Any defective materials brought to site shall be returned without any extra cost for the same.

1.2 Requirement of Test Certificate / Inspection for E&M works-

- 1.2.1 Unless otherwise specified, the following procedures shall be adopted for submission of various test certificates by the contractor and inspection of materials by AAI (at site or in the works of the manufacturer) for the items relevant to the instant contract-

CATEGORY – 1:

- a) Type test certificate for similar item done. If not, one of the items offered is to be type tested.
- b) OEMs routine test certificate.
- c) Acceptance test to be conducted in the presence of AAI representative at OEMs factory.

CATEGORY – 2:

- a) Type test certificate for similar item done. If not, one of the items offered is to be type tested.
- b) OEMs routine test certificate.
- c) Visual and functional check by AAI official at AAI Airport site.

CATEGORY – 3:

- a) OEM/Dealer/Contractor routine test certificate.
- b) Visual and functional check by AAI official at AAI Airport site.

CATEGORY – 4:

- a) Visual and functional check by AAI official at AAI Airport site.

Item wise list showing requirement of test certificate or inspection at the works of the manufacturer is given under "LIST OF APPROVED MAKES"

2. PERFORMANCE TESTS:

- 2.1 Performance tests shall be carried out as mentioned in technical specification of relevant work. Should any item shall fail to pass the tests, the Contractor shall be

given opportunity to take corrective measures and have the same retested to the satisfaction of the Engineer-in-Charge, he may at his sole discretion order dismantling of the whole or part of the works done and order the Contractor to reconstruct the same. The cost of all these operations and materials shall be borne by the Contractor without any extra claim.

2.2 Schedule for Tests

- 2.2.1 The Contractor shall, no later than 30 (thirty) days prior to the likely commissioning of any facility (like HVAC, DG sets, CCTV, FIDS etc), notify the Engineer-in-Charge of its intent to tests, and no later than 10 (ten) days prior to the actual date of Tests, furnish to the Engineer-in-Charge detailed inventory and particulars of all works and equipment forming part of Works.
- 2.2.2 The Contractor shall notify the Engineer-in-Charge of its readiness to subject the Engineer-in-Charge to Test sat any time after 10 (ten) days from the date of such notice, and upon receipt of such notice, the Engineer-in-Charge shall, in consultation with the Contractor, determine the date and time for each Test The Engineer-in-Charge shall there upon conduct the Tests itself or cause any of the Tests to be conducted in accordance with Article 12 and this Schedule-J as per technical specifications.
- 2.2.3 Other tests: The Engineer-in-Charge may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards. If any additional tests apart from the above are required to be carried out at the instance of AAI or any other advisory body, to ensure conformity of the item to the contract specifications, the cost of such tests shall be borne by AAI. In case the material / equipment fails in the above tests, the expenditure incurred by AAI on testing of such material or equipment along with incidental charges borne by AAI (if any) shall be recovered from the dues of the contractor and action shall be taken under relevant clauses of the contract
- 2.2.4 Environmental audit: The Engineer-in-Charge shall carryout a check to determine conformity of the Project with the environmental requirements set for the Applicable Laws and Applicable Permits.
- 2.2.5 Safety Audit: The Engineer-in-Charge shall carry out, or cause to be carried out, a safety audit to determine conformity of the Project with the safety requirements and Good Industry Practice.

3. Agency for conducting Tests

All Tests set forth in this Schedule-J shall be conducted by EPC Contractor under guidance from Engineer-in-Charge or such other agency or person authorized by him.

4. Completion Certificate

Upon successful completion of Performance Tests, the Engineer-in-Charge shall issue the Completion Certificate in accordance with the provisions of Article 12.

5. Details in respect of all aforesaid tests shall be maintained in the appended format and attached with each Running Account Bill failing which the bill shall not be processed for payment and no claim of contractor whatsoever for delay in payment etc shall be considered. In case there is any shortfall in number of tests as per requisite frequency and actual, a reasonable amount not exceeding 5% of bill value shall be withheld by Engineer-in-Charge and bill shall be processed for payment. The withheld amount shall be released subsequently on completion of test as per requisite frequency.

**PROFORMA FOR MANDATORY TESTS TO BE ATTACHED WITH RUNNING
ACCOUNT BILLS**

Name of work :

Name of Contractor :

Contract Agreement No. and Date :

R/A Bill No :

| Sl. No . | Item | Quantities as per Agreement | Frequency as per Specification | No. of Tests Required | Upto date Quantity | No. of Tests Required | No. of Tests actually done | Remarks |
|-------------------------|-------------|--|---|--------------------------------------|-----------------------------------|--------------------------------------|---|----------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Note: If the number of tests done are less than required, then reasons shall be recorded.

Signature of authorized representative of Contractor

Signature of Manager / AM (Engg)

Signature of Engineer-in-Charge.

SCHEDULE-K
(See Article 12)

PROVISIONAL COMPLETION CERTIFICATE

1. I/We, (Name of the Engineer), acting as the Engineer-in-Charge, under and in accordance with the Agreement dated (the "Agreement"), for construction of (the "Project") on Engineering, Procurement and Construction (EPC) basis through (Name of Contractor), hereby certify that the Tests in accordance with Article 12 of the Agreement have been undertaken to determine compliance of the Project with the provisions of the Agreement.
2. Works that are incomplete on account of Time Extension have been specified in the Punch List appended hereto, and the Contractor has agreed and accepted that it shall complete all such works in the time and manner set forth in the Agreement. In addition, certain minor works are incomplete and these are not likely to cause material inconvenience to the Users of the Project Highway or affect their safety. The Contractor has agreed and accepted that as a condition of this Provisional Certificate, it shall complete such minor works within 30 (thirty) days hereof. These minor works have also been specified in the aforesaid Punch List.
3. In view of the foregoing, I/We am/are satisfied that the Project can be safely and reliably placed in service of the Users thereof, and in terms of the Agreement, the Project is hereby provisionally declared fit for entry into operation on this the day of20.....

ACCEPTED,SIGNED,SEALED

VERED

SIGNED,SEALEDANDANDDELI
DELIVERED

For and on behalf of
CONTRACTOR by:
by:

For and on behalf of
AUTHORITY's ENGINEER

(Signature)
(Name and Designation)
(Address)

(Signature)
(Name and Designation)
(Address)

COMPLETION CERTIFICATE

FOR CONSTRUCTION WORK

I have inspected the work of _____ contract value of which is Rs. _____ vide agreement No. _____ today on _____. As a result of my inspection, it is certified that the work has been physically completed on _____, that no defects are apparent and the contractor has removed from the premises on which the work was being executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt from all wood work, doors, windows, walls floors or other parts of the building, in, upon or about which the work was to be executed or of which he had possession for the purpose of execution thereof. The performance tests on the system have been conducted by the Engineer-In-Charge according to tendered specifications and results are found satisfactory as stipulated in agreement. This is, however, subject to measurements being recorded and quality being checked by the competent authority.

The work is declared completed subject to rectification of following minor defects.

- i.
- ii.

SIGNED, SEALED AND DELIVERED

For and on behalf of

The Authority's Engineer by:

(Signature)(Name)(Designation
) (Address)

SCHEDULE-L
(See Article 17)

FORMS OF PAYMENT STATEMENTS

1. STAGE PAYMENT STATEMENT FOR WORKS

The Stage Payment Statement for Works shall state:

| SI No | Description of Works | Upto date amount | Amount upto previous bill | Amount since previous bill |
|-------|----------------------|------------------|---------------------------|----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- (a) The estimated amount for the Works executed in accordance with Clause 17.3.1 subsequent to the last claim.
- (b) amounts reflecting adjustments in price for the aforesaid claim;
- (c) the estimated amount of each Change of Scope Order executed subsequent to the last claim;
- (d) amounts reflecting adjustment in price, if any, for (c) above in accordance with the provisions of Article 13;
- (e) total of (a), (b), (c) and (d) above;
- (f) Deductions:
- (g) Any amount to be deducted in accordance with the provisions of the Agreement except taxes;
- (h) Any amount towards deduction of taxes;
- (i) Any amount towards deduction of taxes at source under Applicable Laws
- (j) Total of (i) and (ii) above.
- (k) Net claim: (e) – (f) (iv);
- (l) The amounts received by the Contractor upto the last claim:
- (m) For the Works executed (excluding Change of Scope orders);
- (n) For Change of Scope Orders, and
- (o) Taxes deducted

2. CONTRACTOR'S CLAIM FOR DAMAGES

Note: The Contractor shall submit its claims in a form acceptable to the Authority.

SCHEDULE-M
(See Article 18)

INSURANCE

1. CONTRACTOR'S LIABILITY AND INSURANCE OF WORKS

1.1 Contractor All Risk Policy

- i) From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all AAI's T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all AAI's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- ii) In the event of any loss or damage to the Works or any Part thereof or to any T & P, to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:
 - a. The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the works as shall have been damaged, taking to AAI's store such AAI's T & P, articles and/or materials as may be directed;
 - b. The contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and
- iii) Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- iv) Without limiting its obligations and responsibilities under other clauses the contractor at his own cost shall insure ,in the joint name of AAI and the contractor, against all losses or damages from whatever cause, arising (other than the accepted risks)for which he is responsible under the terms of the contract and in such manner that the AAI and the contractor are covered during the period of construction of works and any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of defects liability clause hereof;

- a. All works including temporary works to their full value executed from time to time.
- b. The construction materials and equipment to their full value brought on to the site by the contractor.
- v) The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation thereto
- vi) Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI property, or to any person for at least the minimum amount of Rs. 1.00 lakh with unlimited number of occurrences (including any employee of AAI) by or arising out of carrying out of the Contract.

The contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

- vii) All insurance mentioned above shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India.
- viii) The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation in writing.
- ix) The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period. A self-certified copy of such policies are required to be submitted to the Engineer-in-charge.

- x) The Contractor shall ensure that similar insurance policies are taken out by his subcontractors (if any) and shall be responsible for any claims or losses to AAI resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premiums receipts as and when required by the Engineer-in-Charge. A self-certified copy of such policies are required to be submitted to the Engineer-in-charge.
- xi) If the Contractor and/or his subcontractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case AAI may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount **equivalent to 150% of premium or premiums as may** be by AAI from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor only after issuing notice to contractor in this regard.

Engineer-In-Charge shall ensure that all applicable insurances shall be in force without any break as per contract requirement to avoid any losses to AAI on account of non-availability of insurance policies and/or break in insurances policies.

- xii) **In case contractor takes, Contractor All Risk (CAR) Policy in joint name of AAI and Contractor for full tendered value along with third party liability (max of 10% of tendered value or as applicable as per Insurance Regulatory Authority of India) then there is no requirement for taking separate insurance by subcontractors. However, workmen compensation policy is required to be taken separately by main contractor and subcontractor for workers employed by them.**

1.2 Workmen Compensation Policy:

Without limiting its obligations and responsibilities under other clauses of General Conditions of Contracts, the contractor at his own cost shall take, in the joint name of AAI and the contractor, workmen compensation policy for all workers deployed on work including technical staff and AAI officials deputed on work from commencement of work till the expiry of defect liability period. **workmen compensation policy is required to be taken separately by main contractor and his authorized sub-contractor permissible under contract for workers employed by them**

Policy under para 1.1 and 1.2 shall be obtained within four weeks from 'date of commencement' of work.

1.3 Professional Indemnity Insurance (PII):

The Contractor shall affect and maintain professional indemnity insurance, in the name of AAI, in respect of any design of the Works to be carried out by, or on behalf of the Contractor. This insurance, which shall ensure the Contractor's liability by reason of professional negligence and errors in the design of the works, shall be valid from the date of commencement of Works, until **five (05)** years from the date of issue of completion certificate.

AOA (any one accident) limit equal to 6% of the contract value against Schedule 'G' of in respect of 'design and construct' with AOY (any one year) limit of 2 incidents in a year. In the Professional Indemnity insurance Policy, the deductible amount shall not be more than 5% of AOA limit. PII Policy shall be obtained within four weeks from 'date of commencement' and shall be valid for five years after date of issue of Completion Certificate'. Wherever the contractor submits policy for shorter period / annual renewable policy, the same shall be renewed before its expiry date. In such situation, the performance guarantee shall be retained till required validity period. The contractor's submission of such shorter period / renewable policy shall be construed as their irrevocable consent for retention of the performance guarantee.

- 1.4 Alternatively, the contractor shall redeem the aforesaid insurance/policy before the expiry of the insurance/policy in such a way that the entire validity period is covered.

SCHEDULE-N
(See Article 27)

MAINTENANCE (AICMC/CANAL/AVIATION) AND OPERATION')

MAINTENANCE OF ASSETS as defined by shall be carried out by EPC contractor:

SCHEDULE-O
(List of Infrastructure to be demolished/dismantled/shifted)

A. List of Infrastructure building / assets (to be demolished/dismantled/shifted) overlapping with New location of Terminal Building.

The contractor shall treat all materials obtained during dismantling of structure, excavation of the site for a work etc. as property of AAI and such materials shall be disposed off to the best advantage of Authority according to the instructions in writing issued by the Engineer-in-charge.

| S No. | Name of Structure | Approx. Size and area of Structure | Remarks | Photographs |
|-------------------------------------|--------------------------|---|----------------|--------------------|
| As per actual site condition | | | | |

SCHEDULE Z

| Sr. No | Description | Applicable to this contract |
|--------|---|---|
| 1. | Estimated cost of work | Rs. 30.24 Crores (excluding GST) |
| 2. | Time allowed for execution of work | 07 months (including 01 month considered for rain) having DLP of 24 months after actual date of completion of work |
| 3. | Earnest Money | Rs. 90,72,000/- |
| 4. | Performance Guarantee | 5% of contract value |
| 5. | Security deposit | 5% of contract value |
| 6. | Engineer-in-Charge | Jt. GM (E-C) / DGM (E-C) |
| 7. | Accepting Authority | As per AAI DoP |
| 8. | Percentage on cost of materials & Labour to cover all overheads & Profits | 15% (Provided that no extra overheads and profits shall be payable on the part(s) of work assigned to other agency(s) by the contractor as per terms of contract.) |
| 9. | Standard schedule of rates | CPWD DSR 2023 & market rates (Civil), CPWD DSR 2022 (E&M) & market rates (Elect), with up to date correction slips as on last date of submission of tenders and Market rates for IT, Airport System Security System, and PA System works. |
| 10. | Authority for fixing liquidated damages under Clause 10.9.7 | Executive Director (Engg) |
| 11. | Waiving /Relaxation of compensation already levies. | As per AAI DOP |
| 12. | Whether 17.21: Bonus for Early completion shall be applicable | Not Applicable |

| Sr. No | Description | Applicable to this contract |
|---------------|--|---|
| 13. | Authority to decide Rescheduling of milestone | Executive Director (Engg) |
| 14. | Authority to decide Shifting of date of start in case of delay in handing over of site | Executive Director (Engg) |
| 15. | Whether Clause 17.2.1 (Mobilization Advance) shall be applicable | Applicable |
| 16. | Schedule of component of other materials, Labour, POL etc. for price escalation | Material- 75% Labour- 25% POL- NIL |
| 17. | Competent Authority for deciding on reduced rates | DGM/ Jt.GM (Engg)-Project |
| 18. | Contractor Liable for Damages, defects during maintenance period | 24 Months |
| 19. | Authority to appoint Mediation Committee (DRC) | Chairman AAI / Member (Planning) |
| 20. | Authority to appoint Arbitrator | Chairman AAI / Member (Planning) |
| 21. | Licence Fee for unpaved land | Land/ space/ (Paved/ Unpaved/Covered-AC or Non-AC), to the extent allotted to contractor during execution of work for the purpose of installation of plants, labour camps, cement godown, site office, stacking of materials shall be provided at free of cost up to defect liability period if available. However, Contractor shall have to deposit an amount of security deposit towards land allotted by AAI @ Rs. 500/sqm. |
| 22. | Integrity Pact | Yes |
| 23. | Current Bank Rate | 5.50% |

24. Article 17.8 (Clause 10C) - Applicable.

25. Article 13

Deviation Limit beyond which clauses 13.2 and 13.3 shall be applicable- 10%

SCHEDULE OF QUANTITY (SOQ)

| Sl. | Description of Work | Qty. | Unit | Rate (Rs.) | Amount (Rs.) | Remarks |
|-----|---|------|------|------------|--------------|--|
| 1. | Construction of Interim Terminal Building and allied Works at Udhampur Airport, (J&K) (As per Tender drawings and Scope of Statement) along with Kerb area, Operational/Property fencing (City Side and Airside) Wall with entry, exit gate for segregation of airside and city side area falling within EPC Limit and as per tender drawing, ESS Buildings (Substation), Overhead Water Tank and Underground Sump, Parking facility for cars and two-wheeler vehicles for staff, Site development including sand filling, Site survey, Site investigations, Earth Work, RCC / Composite Steel Structure/Steel Structure, Puff panel roofing system over M.S. Truss, External and internal Wall with Brick Work / AAC Block work, Aluminum / Glazed façade, Stainless Steel Railings, SS dustbins, SS fender, SS bollard, SS Que manager, Cladding works as per interior wall finishes, Flooring, False Ceiling interior and exterior, Partition, Tactile Path, Interior Works and furniture i.e. Check In Counters, Information Counter, ladies frisking booth, frisking pedestal/booth, stamping table, Sanitary fittings and fixtures, Plumbing and Water Supply works, Drainage system, Landscaping (Soft and Hard)/Horticulture works, Pavers and Kerbs, Road work (City side and Airside), Pavement work, Septic Tank & Soak Pit, Water supply Network (filtered and unfiltered) including Periphery Grids, Portable Porta Cabin Project Office fit for occupation, internal & External Signages, Internal & External Electrification, Lighting (Internal & External), Power Supply System including Substation Equipment like HT Panel, Transformer, etc. and DG sets with storage system, LT Panel, APFC Panel, Lightning Protection System(LPS), Uninterruptible Power Supply (UPS), VRV/VRF & split AC, Automatic Sliding Doors, Air curtain, Fire Hydrant System, Fire Extinguisher, Automatic addressable Fire Alarm Detection System, Automatic room flooding fire suppression system, Internal & External Illuminated Way Finding Signages and Emergency escape signages, PA system, Hydropneumatic pumping System, Departure and Arrival Baggage Conveyor belt, Perimeter lights, Automatic Jet Hand dryers, sanitary Napkin Vending machine with incinerator, Drinking water fountain water cooler with RO, Baby diaper changing station, Baby Protection Safety Chair, IT system{Passive (SCS)} | 01 | Job | | | Lump sum cost to be quoted in INR on E-Tender Portal only. |

| | | | | | |
|---|--|--|--|--|--|
| <p>& Rack and Active(ANS & Server)} etc., Airport Systems (FIDS, SCCTV & IP EPABX) etc. as per drawings, Specifications, DBR, Scope, Codes and Practices and all other requirements as contained in tender document. The detailed design of facilities shall confirm to standard specified by ICAO, DGCA, AAI, MORTH, IRC, NBC, CPWD, IS, IEC, ECBC etc. wherever required and in conformity with ATM/CNS/IMD regulations regarding permissible heights, locations requirements etc. i/c all other works covered under Scope of work and meeting all relevant statutory requirements i/c optimization of energy efficiency complete as required. Scope of work shall also cover DLP of 02 years after actual completion of work thereafter</p> <p>Note: The bidder shall quote the offer excluding GST, ESI & PF (Employer's Contribution).</p> | | | | | |
|---|--|--|--|--|--|

Note: -

1. The above quoted cost covers all items of the work as given above and detailed as well as conforming to all drawings, specifications and stipulations laid down in the Bid Document including all addenda/corrigendum thereof till the date of submission of Bids. It is inclusive of all costs on Geotechnical investigation, Design, Drawings, Reports, Survey, Site Facilities, Construction, Equipment, Plants, Instruments, Labour, availing all relevant statutory clearance, Supervision, Materials, Erection, Testing, Maintenance, Temporary Works, Site Access, Safety, Security, Defect Rectification, Insurance, Taxes, Levies, Royalties as per applicable law together with all general risks, liabilities and obligations set out or implied in the contract **{Excluding GST, ESI & PF (Employer's Contribution)}**.
2. **The agency must go through tenders and specifically Scope of work and facility matrix etc. before quoting the bid.**

SPECIAL CONDITIONS OF CONTRACT (CIVIL)

1. GENERAL

- i. Special conditions of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications, Drawings and any other documents forming part of this contract wherever the context so requires.
- ii. Notwithstanding the sub-division of the documents into these separate sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- iii. Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be **deemed to over-ride** the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2. LICENSE FEE FOR LAND ALLOTTED BY AAI

No labour camp shall normally be permitted on the AAI/IAF lands without prior approval of Engineer-in-Charge. On receipt of the written request from the contractor, the use of land for the labour camp may however be allowed (if available) by the Engineer-in-Charge in consultation with the Station Commander, IAF/ EIC of the Airport duly marked and delineated on a plan. The land required for labour huts need not necessarily be in the proximity of the construction site and nothing extra shall be paid on this account. This land shall be fenced by the contractor at his own cost. Before handing over the "Possession of land to the contractor as security deposit of Rs. 500/- per sqm either in DD or in form of Bank Guarantee shall be submitted by the contractor for this purpose. The provision of this facility is absolutely temporary till the completion of work and will not be continued, in any manner whatsoever as having transferred the possession of land to the contractor or any person or labour of the contractor. It is further agreed between the parties that the land shall always be available to AAI during this period at the absolute discretion of the Engineer-in-Charge. On completion of the project, the huts, installations and offices etc., shall be removed by the contractor and vacant possession of land shall be handed over to the Engineer-in-Charge. If the contractor does not vacate the land within one month after completion of work, the Engineer-in-Charge shall forfeit the bank guarantee/cash deposited as security by the contractor and take the action for vacation of such land. If any construction be found outside the area earmarked, this shall be treated as unauthorized construction."

3. TEMPORARY WORKS

3.1 The Tenderer should see the approaches and conditions of the same. If any approach from main road is required at site or existing approach is to be made and

maintained for cartage of materials etc. by the Contractor, the same shall be provided, improved and maintained by the Contractor at his own cost.

3.2 The contractor shall segregate the site of work from operational/habitated area by providing barricade of 9-1/2 feet high with G.I. sheets fixed on wooden ballies or angle iron posts as directed by the Engineer-in-Charge. The sheets on operational/ habitated area site shall be painted with red and white squares. After completion of the work these shall be removed and taken away by the contractor. Cost of providing the barricades/fencing shall be borne by the contractor.

3.3 All temporary and ancillary works including enabling works connected with the work shall be responsibility of the Contractor and the price quoted by them shall be deemed to have included the cost of such works which shall be removed by the contractor at his cost, immediately after completion of the work.

3.4 Site clearance (as per the requirements) shall be arranged by the contractor at his own cost and nothing extra shall be payable on this account. All the salvageable materials received after demolitions, if any are to be stacked properly and handed over to Engineer-in-Charge. These dismantled materials shall be the property of the Airports Authority of India.

4. CONTRACT AGREEMENT

4.1 The contract agreement shall be executed on a non-judicial stamp paper of value Rs. 100/- and cost of the stamp paper shall be borne by the Contractor.

4.2 Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.

5. CLOSING DAY'S WORK

5.1 After the closure of day's work, all equipment and stock piled materials must be so placed that after darkness their tops are below a fifty to one ratio from the ends of the basic strips of the runway and twenty to one from sides of useable aircraft traffic areas and must be marked with red flags by day and red lights by night to indicate that they project above the general contour of the aerodrome.

5.2 Work shall be closed at 2 hrs. notice for VVIP movement and also other exigencies, if directed by the Engineer-in-Charge. No compensation shall be entertained on this account from the contractor.

6. LABOUR CAMPS

6.1 No labour camps will be allowed in the IAF/operational area. Contractor has to make their own arrangements.

7. REGULATIONS

7.1 All men and vehicles will observe the regulations in force in the operational area and will do nothing to pose a danger to the aircraft and their operations. All vehicles will fly the mandatory red flag during day light hours and red lights during night while working in operational areas.

8. INSPECTION OF SITE AND TESTING

8.1 The Engineer-in-Charge or his authorized representative shall have full power to inspect any portion of the work, examine the materials and workmanship at the contractors works or at any other place from where the material is obtained. Acceptance of any material shall in no way relieve the contractor of his responsibility for meeting the requirement of the specifications.

8.2 Routine type tests for the various items of material shall be performed at the contractor's works and test certificates furnished. The contractor shall permit the Engineer-in-Charge or his authorized representative to be present during any of or all the tests. After notification to the Engineer-in-Charge that the work has been completed, the contractor shall make under the direction and in the presence of Engineer-in-Charge such tests and inspections as have been specified or as the Engineer-in-Charge shall consider necessary to determine whether or not the full intent of requirements of the plans and specifications have been fulfilled. In case the work does not meet the full intent of the specifications it shall be rectified by the Contractor at no extra cost and the contractor shall bear all the expenses for any further tests considered necessary.

8.3 All tools, instruments, plants and labour/operating personnel for the test shall be provided by the contractor at his own cost. **The contractor will establish a full-fledged laboratory at site at his own cost within one month from the date of issue of work order.** The testing facilities should be sufficient to do various routine test of works and as approved by Engineer-in-Charge.

8.4 The Engineer-in-Charge may at his discretion, check the test results obtained at contractor's laboratory by independent tests at an approved laboratory. The cost of such material, transport, cost of testing etc. shall be borne by the contractor.

9. ADMISSION TO SITE

9.1 The airport belongs to **Airports Authority of India. The work is to be executed inside Indian Air Force controlled area over land allotted for airport only.** Necessary entry and exit passes shall be arranged by the Contractor himself as per the policy of IAF, and no reimbursement will be made in this regard. For the works falling within the restricted area, execution shall be restricted to non-

operational hours. The contractor is expected to finish the work before each break by adequate planning with suitable construction joints etc. as per the satisfaction of Engineer-in-Charge. All men and vehicles shall be permitted to enter the aerodrome operational area only on possession of the security passes issued by AIRPORT-IN-CHARGE/ IAF Security Section.

The contractor shall apply in writing in advance of the commencement of work for issue of security passes and shall submit a list of personnel concerned with their addresses and shall satisfy the Engineer-in-Charge who shall, at his discretion, have the right to recommend the issue of passes to control the admission of contractor, his agents, his staff and workmen. The contractor shall ensure that his men shall work in areas/zones allotted to them. Passes shall be deposited with the Engineer-in-Charge on demand and in any case immediately after completion of work. The contractor's staff / workmen shall observe all the rules promulgated from time to time by the concerned authorities such as prohibition of smoking & lighting, search of persons on entry and exit, keeping to specified routes etc. Any person found violating the security rules laid down by the authorities will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account. No time extension shall be granted and nothing extra shall be payable by AAI on account of restricted due to non-operational hours and in restricted working conditions.

10.STORES AND MATERIALS

10.1 No storage accommodation will be arranged by AAI, Contractor shall make all such arrangements at his own cost to the satisfaction of Engineer-in-Charge.

11.SITE FOR STACKING OF MATERIALS, MACHINES, INSTALLATIONS OF T&P AND CONSTRUCTION OF TEMPORARY HUTMENTS

11.1 The contractor shall stack materials at the area allotted at site of work strictly as per instructions of the Engineer-in-Charge, keeping in view the operational requirements of the Director General of Civil Aviation and AAI. This storage site/yard need not necessarily be in the perimeter/proximity of the work site and nothing extra shall be paid on this account. AAI reserves full right to vacate the land without any notice if the site is required by AAI any time during the period of allotment.

- a) The contractor will vacate the area immediately on expiry of the license and handover vacant possession of the area to AAI.
- b) The final bills of the contract will not be settled unless the area is vacated and handed over to AAI in vacant possession on expiry of license.
- c) The contractor will ensure that no unauthorized construction comes within the area allotted.
- d) The allotment will be only for the existing contract with AAI and will not be extended for any other contract.
- e) A proper agreement would be got executed with the contractor for stacking construction materials and labor huts for a specific period.
- f) Land shall be allotted with clear understanding that AAI reserves the right to get vacated the land without any notice if site is required by AAI anytime during the period of allotment.

11.2 The contractor shall co-operate with any other agency working on the same project, compare plans, specifications and the time schedule and so arrange his work that there will be no interference. The contractor shall forward to the Engineer-in-Charge all correspondence and drawings so exchanged. Failure to check plans for conditions will render the contractor responsible for bearing the cost of any subsequent change found necessary, contractor should co-ordinate in such a way that on no account there should be any disturbance to the work.

12. STANDARD OF WORKMANSHIP

12.1 To determine the acceptable standard of workmanship, the contractor shall execute portion of the item of work as sample for approval of the Engineer-in-Charge, before taking up the actual execution of the particular item of work.

13. BYE-LAWS

The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and the giving and receiving of all necessary notices and keeping the Engineer-in-Charge informed of the said compliance with the bye-laws, payments made, notices issued and received.

The contractor shall indemnify the AUTHORITY against all claims in respect of patent, design, trademarks of name or other protected rights in respect of any plant, machine, work or material used for or in connection with the work or temporary works and from and against all claims, demands, proceedings, costs, charges, and expenses whatsoever in respect of or in relation there to.

The contractor shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and other charges of all and every sort that may be legally incurred in respect thereof. Environmental and other clearances required shall be obtained by the contractor at his own cost for installation of plants and machinery and other equipment.

Contractor/ agency shall ensure that each workman deployed at site should be registered with EPF authorities and should have UAN number. The contractor/ agency should submit details of PF deducted of the workmen to AAI on monthly basis. These requirements are in addition to the GCC Clause 26.3, Contractor/ agency shall also ensure that all labour deployed at site should be registered with ESI authorities. The contractor/ agency should submit details of ESI deducted of the labour to AAI on monthly basis. These requirements are in addition to the GCC Clause 26.3.

14. SITE PRECAUTIONS

- i. Any materials or T & P etc. found lying outside the sites approved by the Engineer-in-Charge shall be removed by the Engineer-in-Charge at the risk and cost of the contractor.

- ii. When the contractor's equipment or personnel require to cross areas, which are not close to aircraft operations, the contractor shall provide competent flagmen at locations designated by the Engineer-in-Charge to relay signals from airport traffic control to personnel wishing to cross such areas.
- iii. ~~Every transport vehicle shall carry a permit issued by the Chief Authority of Airport/Aerodrome concerned and shall be produced on demand by him or his authorized agent. All vehicles entering the Airport limits shall follow the routes prescribed by the Chief Authority of Airport for entering the areas and shall display red flags on top. No vehicle shall be allowed between sunset and sunrise, also during the day when visibility is 500 metre or less, within the Airport limits where motor vehicle Act does not apply.~~
- iv. With regard to construction safety measures, the contractor shall adhere to various Indian Standard Codes of Practice, requirements of Provincial Government and local Municipal Authority wherever the provisions of the latter two agencies shall be more stringent than the provisions of the former. When these codes do not exist, the contractor shall adhere to such safety measures as directed by the Engineer-in- Charge.
- v. The contractor shall, during construction, provide barricades as per specifications prescribed by the Engineer-in-Charge to segregate the working area to ensure safety of all concerned.
- vi. The contractor shall be responsible for any damage, resulting from his operations, either to buildings, structures, airport fixtures such as underground cable, contact lights, hard surface areas, water mains, other operational installations, Airport roads etc. The contractor shall restore, replace or repair any such damage to the complete satisfaction of the Engineer-in-Charge and in default the Engineer-in-Charge may cause the same to be made good by any other means and deduct the expenses from any sums due to contractor.
- vii. The work may be carried out in phases as per operational requirement in such a way that there is least obstruction to the airport working. The phasing shall be decided by the Engineer-in-Charge, who will be at liberty to change the phasing to suit the operational requirements. The contractor shall have to abide by these instructions and nothing extra shall be paid to him on this account.**

15. The contractor shall take all precautions to avoid all accidents by exhibiting necessary day & night caution boards, speed limit boards, red flags, red lights and providing barriers. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrances shall be caused to traffic during execution of work.

16. No payment will be made to the contractor for damage caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained.

17.The contractor shall remove the labour huts, temporary barricades etc. on completion of the work and leave the site in a neat and tidy state. The payment of final bill will be subject to the compliance of this condition by the contractor.

18. MATERIAL AT SITE

- a) Materials brought to the site by the contractor shall be stored by the contractor in a safe/dry storage space. The contractor shall be responsible for safe custody of materials at site till such time, the installation is commissioned and handed over to the Engineer-in-Charge.
- b) Cement bags shall be stored in separate godowns to be constructed by Contractor at his own cost with weather proof roofs and walls. Each godown shall be provided with a single door with two locks, the keys of one lock shall remain with AAI Engineer-in-Charge of work and that of the other lock with the authorized agent of the contractor at the site of work so that the cement is removed from the godown according to the daily requirement with the knowledge of both the parties and the account maintained in the prescribed proforma.
- c) The contractor is required to submit the bill receipt for steel, cement, paint and any item incorporated in work for which Engineer-In-Charge directs.

19. WORK IN RESTRICTED AREA (if applicable)

The work is to be carried out in restricted area, whenever necessary. The work shall be carried out in the non-office period. The Contractor shall have to coordinate with the AAI for locating T&P and stacking of materials etc. Nothing extra shall be paid to the Contractor for all the above factors.

20. ARRANGEMENT TO BE MADE BY THE CONTRACTOR AT SITE FOR AAI

20.1 Necessary registers and stationeries required for entering data and test results shall be provided by the contractor at his own cost as directed by the Engineer-in-Charge.

20.2 The agency is also required to provide safety devices to the manpower deployed at site for the work as detailed below: -

- Safety helmets and foot wears are to be provided for the workers.
- Safety belts, protective Goggles, Hand gloves etc are to be provided as per requirement and nature of job.

20.3 Safeguarding the assets created after completion till hand over of assets to AAI shall be in the scope of successful bidder.

21. PRICES

The rate quoted for all items (Imported and Indigenous) shall be in Indian Rupees only and inclusive of all taxes (except GST), duties, applicable customs duties, installation, testing & commissioning charges, Freight & Insurance, In Land transportation, incidental charges etc. In case of imported items, the rate quoted shall be inclusive of all taxes and levies of the country of origin also.

The contractor must deliver all items at site within the contract period, failing which any increase in amount due to change in foreign exchange rate shall be on account of the contractor and the same shall be borne by the contractor. The rates shall remain firm during the contract irrespective of any change in foreign currency rate.

The contractor shall arrange import license in the name of AAI, if required, to import equipment/components with no extra cost to AAI.

All items shall be fully insured by the contractor. The cost of Insurance and Freight shall be paid by the contractor. The documents in support of insurance policy shall be submitted to AAI as well as the supplier before shipment.

The contractor shall send the goods to consignee i.e. Airports Authorities of India in a fully packed condition as per requirement of component/equipment and fully insured.

Custom Duty etc. imposed by the Customs Authorities as per Customs Bill of Entry in India shall be paid by AAI directly to the Custom Authorities as per actual in the form of DCS (Duty credit slip) under "Service Export from India scheme (SEIS)". However, the contractor shall coordinate with the customs authorities & all the necessary assistance in this regard shall be provided by AAI. Therefore, the consignment shall be in the name of AAI. Other duties and charges at the port of entry shall be paid by the Contractor directly.

The custom duty paid by the AAI shall be recovered from the bills of the contractor while making the payments to them as per actual.

The firm has to arrange the delivery of materials from customs. If there is any delay which is not attributed to AAI then any demurrage charges required to be paid, same shall be borne by the firm.

High Sea Sale for imported components against respective FOB cost will be permitted for the limited purpose of change of name of consignment to AAI for payment of Customs Duty by AAI without any extra financial implications to AAI. Any payment of Customs Duty or payment on any other account of High Sea Sale, will be recovered from the bill of the contractor while making the payments to them as per actual.

As the purchase will be done on HIGH SEA SALES basis only, customs duties shall be payable by the Airports Authority of India and thereafter recovered from the bill of the contractor while making the payments to them as per actual.

The charges to port/wharfage, demurrage/handling/transportation and other charges to incidental to the unloading, stacking, handling and clearance of the said goods through the customs and port authorities shall be dealt by the contractor. The contractor insures the goods from port of loading to port of unloading and contractor will bear the insurance charges. The contractor shall be solely responsible to ensure the following:

- a. Sound packing of equipment/components.
- b. Shipment of the items by the due date as per schedule.
- c. Insurance.
- d. Custom Clearance and handling of items at port of entry in India.
- e. Forwarding and transshipment of equipment/components up to the destination.
- f. Insurance of Inland transshipment.
- g. Receipt of equipment at site and safe custody till they are installed, tested and commissioned & taken over by AAI.
- h. Execution, installation, testing and commissioning of the installation as specified in the tender.
- i. Handing over of installation to the authorized representative of AAI.

22.SOURCE OF MATERIAL

22.1 Aggregate and good earth shall be procured from approved quarries subject to fulfillment of test criteria as specified in BOQ items and approval of Engineer-In-Charge.

22.2 No crushing of aggregate will be allowed within AAI premises and its vicinity.

23.NUISANCE

The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the Public generally.

24.WATCHING AND LIGHTING

The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of those employed on the Works.

25. DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE

The duties of the representative of the Engineer-in-Charge, are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by AAI nor to make any variation in the Works.

- 25.1** The Engineer-in-Charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Engineer-in-Charge to the Contractor within the terms of such delegations shall bind the Contractor and AAI as though it had been given by the Engineer-in-Charge.
- 25.2** Failure of the Representative of the Engineer-in-Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- 25.3** If the Contractor shall be dissatisfied with any decision of the Representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision.

26. WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

Subject to any provisions to the contrary contained in the Contract, permanent works shall be carried out during night or on Sundays or on authorized holidays with the permission of the Engineer-in-Charge.

27. USE OF READY-MIX CONCRETE

The contractor is allowed to use Ready Mix Concrete (RMC) from the batching plant as approved by the Engineer-in-Charge subject to meeting Technical Specification of respective item. Minimum Cement Content shall be as specified in the respective item. Also, the contractor can use admixture to increase the workability of the concrete. However, nothing shall be paid extra for using RMC, admixture and transportation to site of work in transit mixer for all leads etc., reason what so ever.

28. The contractor will submit the schedule containing the item, rates (i.e. DSR reference, if available), and quantities of items, detailed measurements & specifications (two sets) within three months from the date of start of the work.

29. NOVATION CLAUSE

Notwithstanding anything contained in this Tender/ Agreement, the Parties agree that the Airports Authority of India/ AAI/ Authority shall have the right to assign/ novate this Tender/ Agreement in favour of any person or entity appointed or selected by Airports Authority of India/ AAI/ Authority for operation, maintenance and/ or management of the airport or any part thereof without obtaining any further consent from the bidder and upon such assignment/ novation, the assignee/novate shall: -

(a) Have all the rights of Airports Authority of India/ AAI/ Authority under this Tender/ Agreement and,

(b) Have the right to terminate this Tender/ Assignment by giving seven days' notice and without incurring any liability and/or cost for such termination.

30. CONTRACTOR'S REPRESENTATIVES, AGENTS AND WORKMEN/ WORK WOMEN

- a. The contractor shall employ only Indian Nationals and verify their antecedents and loyalty before employing them on the work. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work.
- b. The contractor shall, on request from the Engineer-in-Charge promptly cease to employ in connection with the contract and replace any person whose continued employment in connection there with is in the opinion of the Engineer-in-charge undesirable. He shall not be re-employed in connection with the contract without the written permission of the Engineer-in-charge. The decision of the Engineer-in-charge upon any matter arising under these conditions shall be final and conclusive.

31. PROGRAMME OF CONSTRUCTION OF WORKS, PROGRESS REPORT AND PERFORMANCE

i. GANTT CHART (Bar Chart) & Network/CPM chart

The contractor shall submit within fifteen days from date of acceptance of the letter, Bar/Gantt chart. The same shall be got approved from the Engineer-in-Charge before starting of the works and shall be binding on the contractor. In case of non-submission of the Bar/Gantt & CPM Chart by the contractor within fifteen days as stated above, AAI shall get it done from any consultants at the risk and cost of the contractor and the programme/Bar/Gantt chart so prepared shall be binding on the contractor. A suitable recovery will be effected for non-submission of detailed Bar/Gantt chart indicating methodology & sequence of activities as decided by Engineer-in-Charge.

The contractor shall also submit a monthly progress report of the activities with reference to the approved Bar / Gantt chart by 3rd of every month, failing which compensation of Rs. 1,000/- per report shall be levied on the contractor. The

decision of the Engineer-in-Charge shall be final and binding in this regard on the contractor, without prejudice to the rights of the Authority under the Agreement. Based on the evaluation by the Engineer-in-Charge and / or his representative of the progress reports submitted, the contractor shall take necessary corrective measures to adhere to the programme, to achieve the required progress and timely completion. In case the contractor fails to take corrective measures, he shall make himself liable for action under GCC clause 2 and /or clause 3 of the contract.

ii. PERFORMANCE:

- a. The contractor shall perform all works in substantial and acceptable manner in accordance with the plans and specification and in accordance with such further explanatory drawings, details and instructions as may from time to time be given by the Engineer-in-Charge. The work must be proceeded within such sections and such times as directed by the Engineer-in-Charge
- b. The contractor shall provide and do everything necessary for the proper execution of the works according to the true intent and meaning of the drawing and specification taken together the same may or not be particularly shown on the provided that the same can be reasonably inferred there from. Figured dimensions to be followed in preference to scale dimensions and all particulars to be taken from the actual work.
- c. It must be clearly understood that the whole of the conditions are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the conditions or unless such works shall have been ordered in writing by the Engineer-in- Charge.

iii. PROGRAMME OF CONSTRUCTION:

- a. Time is the essence of the contract and it shall be clearly understood that the tenderer has a definite programme to carry out the work within the time limit set. The time of completion stipulated in the contract covers the rainy season and no extension of time on account of dislocation due to rains during the above-mentioned period will be granted.
- b. The contractor shall prepare time and progress schedule in the form of Bar / Gantt Chart based on Networks / CPM analysis including resources scheduling for the whole of the contract within fifteen days after receipt of the work order for completing the work within the completion time stated in the contract and submit them for approval of the Engineer-in-Charge.
- c. Immediately after the conclusion of the agreement and before the work is started, the contractor shall furnish in writing for approval, to the Engineer-in-Charge a programme of his proposed general and detailed arrangement for carrying out the works and of the time, order and manner in which it is proposed to execute the various sections of the work.

iv. PROGRESS OF WORKS:

- a. Contractor shall give the Engineer-in-Charge a monthly or other periodical of the work done during that period.
- b. Contractor shall give everyday report on category wise labour and equipment deployed along with the progress of work done on previous day in the specified proforma.
- c. It shall be ensured that the works are carried out according to the agreed programme and no changes are made except with the prior approval or at the instance of the Engineer-in-Charge.
- d. The progress of work will be reviewed periodically by the Engineer-in-Charge with the contractor and shortfalls, if any sorted out. The contractor shall thereupon take such actions as may be necessary to bring back his work to schedule without additional cost to the department either by employing overtime operation, increasing the number of shifts, capacity of equipment or as otherwise directed by the Engineer-in-Charge.
- e. Should the work be suspended by reason of rain, strike, lockouts or other cause, the contractor shall take all precautions necessary for the protection of the work at his own expenses shall make good any damage arising from any of these causes.
- f. The contractor shall furnish to the Engineer-in-Charge twelve photographs as appropriate per month of the spots indicated by him to show the progress of the work. Two photographs shall be pasted on one sheet and these sheets shall be kept in a folder for record. The photographs shall be taken from selected reference points in such manner, so that the progress of work is noticeable / perceivable.

32. RCC WORKS

The centering and shuttering for all CC/RCC work shall be of steel or plywood of approved thickness and quality. The design of centering and shuttering for the work shall be got approved from the Engineer-in-Charge before starting the work.

33. FIELD LABORATORY AND LIST OF PLANTS & EQUIPMENTS

33.1 The contractor at his own cost shall set up a fully furnished and adequately equipped field laboratory along with Installing and calibration of plants (at approved location by Engineer-in-charge) for execution of contract items, design mix & job mix for formula as per contract items including trial mix approvals, completion of initial level and final profile as per direction of Engineer In-Charge, from the schedule date of start of work or as per the work requirement and maintain the same by providing adequate technical and upkeep staff. The laboratory should have office space for engineers to do testing and store for storage of samples. The remaining space shall be provided for the installation of equipment, laboratory tables and cupboards, working space for carrying out tests, besides a wash basin, toilet facility. The list of equipment shall be provided in the laboratory as per technical/construction specification. The following minimum equipment shall be provided in the laboratory:

| S. NO. | DESCRIPTION OF ITEMS | QUANTITY |
|---------------|--|-----------------|
| A. | GENERAL | |
| i) | Balance 20 kg capacity-self indicating type | 1 No. |
| ii) | Electronic Balance 5 kg capacity 0.5 gm. | 1 No. |
| iii) | Water bath-electrically operated and thermostatically Controlled with adjustable shelves, sensitivity 1 deg C. | 1 No. |
| iv) | Electric Oven/ electric hot plate / Kerosene or gas stove. | 1 No. |
| v) | Set of IS sieves with lid and pan with mechanical shaking arrangement; | |
| a) | 450 mm diameter: 65mm, 40mm 25mm, 12.5mm, 10mm and 4.75mm size and any other sieve required at site. | 1 Set. |
| b) | 200mm diameter: 2.36mm, 2.0mm, 1.18mm, 600 micron, 425micron, 300 micron, 150 micron and 75 micron and any other sieve required at site. | 1 Set. |
| vi) | Water Testing Kit | 1 Set. |
| vii) | First Aid Box | 1 Set. |
| B. | APPARATUS FOR AGGREGATES | |
| i) | Aggregate impact value test apparatus. | 1 Set. |
| ii) | Los angles Abrasion test apparatus. | 1 Set. |
| iii) | Flakiness and Elongation Test Gauges. | 1 No. |
| iv) | Standard measure of 30, 15 and 3 litres capacity along with standard tamping rod. | 12 Nos. |
| C. | SURVEYING INSTRUMENTS | |
| i) | Leveling Instrument with staff. | 2 Sets. |
| ii) | Steel Tapes 30 meters, 15 meters and 5 meters. | 5 Nos. each |
| iii) | Theodolite | 2 Nos. |
| iv) | Total station (as and when required as per site condition and as per direction of Engineer in charge) | 1 No. |

33.2 In additional to tools, equipment, apparatus and instruments as described above, if any, additional tool equipment apparatus and instrument is

required for laboratory and execution of work as per technical specification of NIT the same shall be provided by contractor. Nothing extra shall be payable to contractor on this account.

33.3 The Engineer-in-Charge may at his discretion, check the test results obtained at contractor's laboratory by independent tests at an approved laboratory. The cost of such material, transport, cost of testing etc. shall be borne by the contractor.

33.4 The Engineer-in-charge and the contractor shall agree upon a time and progress chart as per clause 31. In time and progress chart deployment of machineries, equipment, apparatus and instructions as listed in para 33.1, 33.2 & 33.3 above are to be treated as one of the sections of the work. In case of the delay in deployment of plant, machineries and equipment beyond the period stipulated at Clause 33.1, 33.2 & 33.3, penalty at the rates mentioned below shall be levied.

| S.No. | Name of Equipment/machinery | Rate of Recovery per day of each T&P and machinery (in Rs.) |
|-------|---|---|
| 1 | Field Laboratory Equipment's and Instruments as per Clause 33.1, 33.2 & 33.3 and as per Technical Specification of particular item. | 500 |

33.5 Restriction of working Hours: - (if applicable)

The number of hours working in the area might be restricted due to operational reasons and the contractor shall not have any claim for extra payment on this account. For entry inside operational area, the contractor shall obtain necessary Airport Entry Pass (AEP) for the workmen and machinery i/c vehicles from the regulatory authority/IAF. Any fees for AEP shall be borne by the contractor. In this regard the contractor and the workmen employed by the contractor for the work shall strictly adhere to the instructions issued by the BCAS (Bureau of Civil Aviation Society)/IAF and the Airport Security Wing. They have to obtain necessary security clearance from BCAS, if the work is awarded to them.

33.6 Guidelines for admission to site & comply to mandatory security guidelines issued by BCAS (if applicable):

- The number of hours working in the area might be restricted due to operational reasons and the contractor will not have any claim for extra payment on this account. For entry inside operational area, the contractor shall obtain necessary Airport Entry Pass (AEP) for the workmen from the competent authority. Any fees for AEP shall be borne by the contractor. In this regard the contractor and the workmen employed by

the contractor for the work shall strictly adhere to the instructions issued by the BCAS (Bureau of Civil Aviation Security)/IAF and the Airport Security Wing. Successful bidder has to obtain necessary security clearance from BCAS.

- **In this regard, the following directions issued by BCAS shall strictly adhered to by successful bidder.**

1. The Temporary Aerodrome Entry Permit (TAEP) initially for a period of 30 days will be issued by Airport Director, Airports Authority of India (AAI)/respective Airport Operators, with whom the entity entered into written agreement, following the due procedures, to commence business inside the Airport.
 2. Immediately thereafter, formalities to comply with the instructions of BCAS i.e. obtaining Provisional Security Clearance/ Security Clearance through E' sahaj Portal and submission of Security Programme, are to be strictly adhered to. Necessary assistance /guidelines, if required may be obtained from the Airport Operator /BCAS in this regard. The above are mandatory requirements for continuing business in the Airport premises.
 3. The entities who have already obtained Security Clearance for their operations in other region(s), should intimate RO, BCAS, **Valmiki Nagar Airport** accordingly duly enclosing
 - i. Intimation Letter regarding establishing their business in **Valmiki Nagar Airport**,
 - ii. Security Clearance issued by BCAS, HQ,
 - iii. Provisional Security Clearance(s) issued by the RD, BCAS, of other Region(s),
 - iv. Written Contract Agreement by the Airport Director, **Valmiki Nagar Airport**.
 - v. Authorized Signatory for **Valmiki Nagar Airport** and
 - vi. Security Programme for **Valmiki Nagar Airport**.
 4. Failure to comply with any of the above instructions will entail suspension or withdrawal of TAEP/AEP issued.
 5. The above points are not exhaustive and the updation /addition / omission if any will be appraised from time to time".
34. Contractor shall shoot a high resolution, 4K Quality video film of 2 to 3 minutes duration (with voice over describing works in progress in video) of the subject work every fortnight (including at start, finish of major activity) and shall submit soft copy in Pen-Drive/CD (5 Nos) to Engineer-In-Charge. Also, contractor shall take regular High-Definition Photographs of the work in progress and submit fortnightly soft copies and Printouts to Engineers in charge covering all parts of works in progress. Rate of recovery for failure per occasion shall be Rs 5000/-. This is however subject to necessary permission from IAF authorities. If IAF authorities do not permit for taking videos or photos in the operational area then in such case no recovery shall be applicable.
35. One high definition (4K) quality TIME LAPSE VIDEO also to be prepared and submitted to Engineer in charge for each Major activity. If IAF authorities do not permit for taking videos or photos in the operational area then in such case no recovery shall be applicable.

36. Site Visit of agencies representatives

Pre bid site visit of the representatives of prospective agencies/bidders is allowed as per dates mentioned in the critical date sheet. Only 02 No person from any particular participating agencies/bidders are allowed for site visit. If agency is willing to visit site on date mentioned in critical date sheet, then he/she must inform the bid manager and send his permanent identity card (Aadhaar Card), company id card/copy of valid passport, Passport size photographs well in advance ***(07 days before the schedule date of site visit)*** so that entry and exit passes can be arranged from IAF. The bidders have to make their own arrangements for to and fro from Jammu Airport to Udhampur Airport. No site visit will be arranged for the dates other than mentioned in critical date sheet.

SPECIAL CONDITIONS OF CONTRACT (E&M)

INTRODUCTION

The objective of the Contract is the design, engineering, procurement, construction, erection, installation, setting to work, testing, pre-commissioning, commissioning and completion of the Work including Design, Permanent and various Enabling Works within the time frame stipulated in the Contract. In full recognition of this objective, and with full acceptance of the obligations, liabilities and risks which may be involved, the Contractor shall undertake the Execution of the Works.

These special conditions of contract shall be read in conjunction with AAI General Conditions of Contract for all the systems mentioned above. If there are any provisions in the SCC (E&M), which are at variance with the provisions of General Conditions of Contract, the provisions in the SCC (E&M) shall take precedence.

The work is to be executed on ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) (Turn Key) basis. The cost of labor, material, tools and plants and machinery required for execution of the whole project as per Layout plan, detailed design and drawings/specifications as approved is within the scope of this work.

The AAI's requirements design specifies the procedural requirements for the preparation of the design of the Permanent Works, enabling works and temporary works. These requirements are subdivided into: Design Phase and Construction Phase.

National standards and regulatory requirements shall prevail in case they are more stringent than technical specification and special conditions or wherever technical specification and special conditions are silent. In case of any contradiction in design brief/technical specifications in different parts of the tender document, more stringent among them shall be followed.

SCOPE OF WORK

The Scope of work shall comprise of but not limited to design, engineering, procurement, construction, erection, installation, setting to work, testing, pre-commissioning, commissioning, defect removal, obtaining required statutory approvals, trial runs and completion of Various E&M services, making it useful as per intended use/as required available under DBR –(E&M) to be provided under this EPC contract. The scope of design be in consultation with architect.

1. TENDER DRAWINGS

The Tender Drawings provided along with this Tender provide the general design intent of the AAI. However, Contractor has to independently analyze and examine the documents for accuracy, adequacy, sufficiency or completeness and design and engineer a fully functional, fit for purpose building. AAI has no responsibility to the Contractor (whether in contract, tort for breach of statutory duty or howsoever other arising) for or in relation to information and data in the AAI requirements, Design & Construction Specifications, Tender drawings etc.

2. STAGES OF DESIGN

2.1 Contractor's submittals during Design and Construction Phase for the Scope of Works shall include following stages of design:

- (i) Concept Design stage (CD)
- (ii) Schematic Design stage (SD)
- (iii) Detailed Design Stage (DTD)
- (iv) Working Drawings (WD)
- (v) Shop Drawings (SHD)
- (vi) As-Built Drawings (ABD)

2.1.1 Concept Design stage

Concept Design stage, preparation of documents (including presentation slides, 3D renders, concept drawings) also including ascertaining AAI requirements, examination of Project Site for constraints, potential, impact of existing structures/or proposed development on its immediate environments, a design brief for E&M services for AAI's approval. The concept design shall include fire strategy and the space planning shall be in compliance to all standards including NBC and local norms as applicable.

2.1.2 Schematic Design stage

Schematic Design stage means modification to the Conceptual Design stage by incorporating required changes, preparation of preliminary drawings, sketches, study model, etc. for the AAI's approval along with preliminary estimate of cost on area basis.

The Schematic Design stage submission drawings shall be fully coordinated with other disciplines of works. It shall include, but not be limited to, the following:

- a) The quality assurance plan for design
- b) A report on compliance with the Design Criteria and all applicable codes and statutory regulations.
- c) The submission of design manuals
- d) The submission of proposed software
- e) The preliminary off site testing recommendation
- f) References to the relevant design codes and standards
- g) The CAD procedures
- h) Floor plans, elevations, sections, at 1:100 scale for all disciplines of Works.

- i) Preliminary calculations and routing drawings for all building services
- j) Finishes schedule for the Works
- k) The construction methodology
- l) The design submission program (update)
- m) Drawings /reports of Project Site surveys and other field investigations
- n) 3D renderings, visuals and animations as required
- o) Design simulation

2.1.3 Detailed Design Stage

a) General

The Detailed Design stage submission shall be a coherent and complete set of documents properly consolidated and indexed and shall fully describe the proposed design. All disciplines of works which are inter-dependent shall be submitted together in a single submission. The drawings shall completely define all elements of the building and infrastructure works.

The Detailed Design submission shall include combined services drawings, coordinated reflected ceiling plans showing all fixtures, structural, electrical and mechanical drawings and consolidated design drawings which shall clearly define the scope, inter relationships and provisions for all aspects of the works.

In particular, and where appropriate, it shall include, but not be limited to the following:

- a. The dimensions of all major/ minor features, structural elements and members
- b. All catalogues, samples, materials specifications

b) Drawings

The Detailed Design stage submission shall include drawings that shall illustrate the proposed design and shall be developed fully in compliance with the Schedule – D, and in particular shall include, but not limited to the following:

- a. Plans, elevations, sections of all disciplines of Works at 1:100 scale and all enlarged details at appropriate scales.
- b. All layouts and details of structural elements including connection details:
 - Layout plans, routing drawings of all services
 - Blown up drawings for all required details for all disciplines of works
 - Fixing and mounting details of all items.

- Pumping systems
- Blow up drawings of electrical and mechanical plant rooms including UPS, DG sets, Substation etc.
- Provisions for electrical and mechanical services and equipment.
- Existing and proposed utilities along with integration details if any.

c) Documents

i) Technical submittal

The Contractor's Detailed Design drawings together with the Design Specifications and Construction Specifications shall be amplified so as to specify comprehensively the design and construction of the permanent works.

ii) Design Manual

The Design Manual shall incorporate all design requirements, standards, codes, loading cases, permissible movements and deflections, limit states, design stresses and strains, material properties and all other documents and details which are relevant to and govern the design. The Design Manual shall refer to all materials, codes and standards used, making clear their specific applications. The Design Manual shall be produced so that it can be used by those involved in the preparation or review of the design of the Permanent Works as a comprehensive reference text and efficient working document.

iii) Testing and Commissioning

Submission of proposals for testing and commissioning procedures for all relevant elements and Equipments contained in the Permanent Works.

d) Supporting Documents

The Detailed Design submission shall include required documents, which shall be submitted to the AAI's representative for review. Where relevant or required, these documents shall be accompanied by a design note stating clearly how information has been used in the design of the Permanent Works.

2.1.4 Detailed Design & Drawings

The Drawings & layouts enclosed with the tender document are indicative/ tentative in nature to carry out detailed design & engineering by the contractor. The numbers of equipment capacity indicated in the drawings shall in no way be considered as final designed values while submitting the bid. On award of work, the successful tenderer shall prepare and furnish detailed design and drawings for approval by the Engineer-in-charge. Such design and drawings, shall be based upon technical specifications. If any data is missing in the technical specification, CPWD specifications, relevant, IS codes / IEC / NBC / EN / UL / AHRI / EUROVENT / National Electrical Code 2023/local laws and regulations amended up to date will be applicable.

- a) Design of E&M system complete Internal & External Electrical works including substation equipments Transformers, DG sets, AMF panels, HT & LT works panels cables, automatic power factor correction panel, active harmonic filters, SPD (surge protection system), essential panel, Low Voltage (LV), UPS, LPS, with detailed calculation for electrical load, insulation coordination, fault level, earthing, protection system, lighting protection, lux level complete with drawings, SLD, layout plans, LT panels, switch boards etc.
 - b) VRV/VRF, Split AC system
 - c) Water treatment plant
 - d) Cabling, Earthing & conduit layout
 - e) Lighting layout with lux level calculations
 - f) Water supply system layout
 - g) Control wiring and control diagram
 - h) Fire hydrant system, Automatic addressable fire detection & alarm system, Automatic room flooding fire suppression system.
 - i) PA system
 - j) Signages internal & External etc. (The airport Name signs are shown in the drawings however the provision of airport name signs on airside & city sides (Hindi & English) at suitable location shall be as per the direction of engineer in charge.
 - k) Automatic Sliding Door, Water coolers with fountain & inbuilt RO System, Baby diaper changing station, Baby protection sheet, Automatic Hand dryer, Air curtains, Sanitary Napkin vending machine & Sanitary Napkin incinerator etc.
- In respect of the Detailed Design drawings the Contractor shall produce the proposed Working Drawings. The Working Drawings shall include the Detailed Design drawings, which may be supplemented by further drawings developed in accordance with the Working Drawings such as equipment installation details, finishes, material list with accompanying specification and the like. All such drawings shall comply with the requirements of the detailed design submittal and design criteria.
 - Prior to issue of the proposed Working Drawings for construction purposes, the Contractor shall endorse the appropriate original paper drawings as "Good for Construction".
 - The Execution of the works shall be strictly in accordance with these Working Drawings.
 - The Contractor shall finalized details of the proposed method of construction and submit such finalized details to the AAI's representative for review. The proposed method shall have no adverse effects on the partially completed Permanent Works and shall ensure the works are statically and, if appropriate, aerodynamically stable.
 - The Contractor shall undertake and submit a stage by stage construction sequence and the effect of any temporary works and the Contractor's Equipment on the Permanent Works.

This analysis shall be insufficient detail to demonstrate that the Contractor's submittals are safe and have no adverse effect upon any part of the permanent works.

2.1.5 Shop Drawings

On award of work, the successful tenderer shall prepare and furnish shop drawings for approval by the Engineer-in-charge. Such drawings shall be based upon specifications, local laws and regulations.

All the shop drawings shall be prepared on computer through AutoCAD System based on Architectural Drawings, site measurements and Interior Designer's Drawings, within 3 months from the finalization of sub vendors for different packages, contractor shall furnish, for the approval of the AAI, three sets of detailed shop drawings of all equipment and materials including layouts for all electrical packages and any other requirement to be fabricated or purchased by the contractor.

These shop drawings shall contain all information required to complete the Project as per specifications and as required by the AAI's site representative. These Drawings shall contain details of construction, size, arrangement, operating clearances, performance characteristics and capacity of all items of equipment, also the details of all related items of work by other contractors. Each shop drawing shall contain tabulation of all measurable items of equipment/ materials/ works and progressive cumulative totals from other related drawings to meet the technical and functional compliance of the tender document/agreement.

When the AAI makes any amendments in the above drawings, the contractor shall supply three fresh sets of drawings with the amendments duly incorporated along with check print, for approval. The contractor shall submit further eight sets of shop drawings along with soft copies to the AAI's representative for the exclusive use by the Owner's site representative and all other agencies. No material or equipment may be delivered or installed at the job site until the contractor has in his possession, the approved shop drawing for the particular material/ equipment/ installation.

Shop drawings shall be submitted for approval sufficiently in advance of planned delivery and installation of any material to allow Architect/ Consultant ample time for scrutiny. No claims for extension of time shall be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved programme.

Approval of shop drawings shall not be considered as a guarantee of measurements or of building dimensions. Where drawings are approved, said approval does not mean that the drawings supersede the contract requirements, nor does it in any way relieve the contractor of the responsibility or requirement to furnish material and perform work as required by the contract.

Where the contractor proposes to use an item of equipment, other than that specified or detailed on the drawings, which requires any redesign of the structure, partitions, foundation, wiring or any other part of the mechanical, electrical or architectural layouts; all such redesign, and all new drawings and detailing required therefore, shall be prepared by the contractor at his own expense and gotten approved by the AAI's site representative.

Approval of drawings shall not absolve the contractor of any of his obligations to meet the requirements of specifications under this contract.

3. ACCESSIBILITY

The Contractor shall verify the sufficiency of the size of the shaft openings, clearances in wall cavities and suspended ceilings for proper installation as required for electrical packages. His failure to communicate insufficiency of any of the above shall constitute his acceptance of sufficiency of the same. The Contractor shall locate all equipment which must be serviced, operated or maintained in fully accessible positions. The exact location and size of all access panels, required for each concealed control damper, valve or other devices, etc. requiring attendance, shall be finalized and communicated in sufficient time, to be provided in the normal course of work. Failing this, the Contractor shall make all the necessary repairs and changes at his own expense. Access panel shall be standardized for each piece of equipment / device / accessory and shall be clearly nomenclature / marked. The Working Drawings shall be supplemented with Shop/Fabrication Drawings for items like, electro mechanical services etc. These drawings shall take into account actual dimensions as existing at Site.

4. DESIGN COMPLIANCE

4.1 Mandatory Requirements

The Design to be undertaken by the Contractor shall fulfill the mandatory technical requirements as specified hereunder:

- A. Globally recognized and accepted standards of performance and service.
- B. NBC 2016. IS /IEC codes etc. with upto date amendments.
- C. Requirements of all the Relevant Authorities including State Fire Services, Pollution Control Board, Directorate General of Civil Aviation, Bureau of Civil Aviation Security, Airports Authority of India.
- D. Conditions, regulations, measures and all requirements of whatever kind as set out in DGCA site clearances for the Project.
- E. Conditions, regulations, measures and all requirements of whatever kind imposed by any local applicable laws.
- F. CPWD guidelines/specifications with upto date amendments.
- G. If any certification/compliance to IEC/EN/ any international standard is stipulated in Technical specifications/DBR etc., in that case agency can submit certification/ compliance to relevant Indian Standard (IS) as applicable and same shall be acceptable.
- H. Building design i/c columns/beams/slabs shall be designed to accommodation all the services i/c E&M, ELV, AS, IT.

5. THE LIST OF PREFERRED MAKES

Unless otherwise approved by AAI, the materials to be supplied or incorporated in various works relevant to the instant contract, shall remain confined to any of the preferred "Makes" only, subject to their meeting the technical requirements as spelt out under the schedule of work enclosed and specifications given in the tender. The List of preferred makes are given in tender. Any other makes meeting functional and technical requirement of the tender may be approved by TS authority subjected to non-availability of preferred makes and also the newly proposed make falls within the price band of 10%.

Due care has been taken to ensure that technical specifications for various equipments/systems are generic in nature. However, in case any restrictive specifications are noticed, bidders are encouraged to bring out the same in pre-bid queries, before submission of their bids for appropriate clarification from AAI.

Prior approval of Engineer- In- Charge is essentially required for supplying of material.

6. COMPLETENESS OF TENDER

All sundry fittings, assemblies, accessories hardware items, foundations, foundation bolts, termination legs for electrical connections as required and all other sundry which are useful and necessary for proper assembly and efficient working of the various components of the work shall be deemed to have been included in the tender, whether such items are specifically mentioned in the tender documents or not.

7. STRUCTURAL ALTERATIONS TO BUILDINGS

- a) No structural member in the building shall be damaged/altered, without prior approval from AAI.
- b) Structural provisions like openings, pipes if any, provided for the work, shall be used. Where these require modifications, such contingent or works shall be carried out by the contractor, at his cost after the prior approval of AAI.
- c) All cut out openings in floors provided shall be closed, after installing the cables, ducts, raceways, conduits, piping, conveyors etc. in accordance with the item therefore in the schedule of work.
- d) All cuttings made by the contractor in connection with the works shall be filled by him at his cost to the original finish.

8. MATERIALS

All the materials required for this work should conform to relevant IS/ specifications. The type test certificates, routine test certificates and acceptance test certificates & other relevant documents are also to be submitted.

Contractor shall submit two copies of invoice/ purchase order of major equipment/materials like transformers, DG sets, Fans, All Pumps, VFD's, Electrical Panels, LED lighting, cables, tray, VRV/VRF/Split ACs, PA system, Fire system, Valves, MS/GI pipes, misc. items such as air curtain, water cooler, hand dryer, sliding doors, sanitary vending & incinerator machines etc. as per direction of EIC within eight weeks after the finalization of sub-vendor

for different electrical packages. Penalty of Rs 5000/- per package per week will be imposed in case main contractor fails to submit the documents to EIC.

Manufacturer's catalogues and other documents shall be provided in four sets. Each item in each set shall be properly labelled, indicating the specific services for which material or equipment is to be used, giving reference to the governing section and clause number and clearly identifying in ink the items and the operating characteristics. Data of general nature shall not be accepted.

9. WATER AND ELECTRIC SUPPLY

AAI will not be responsible for the supply of water and Electric power to the Contractor for execution of work. The Contractor shall make his own arrangements for temporary connections required, if any, and make necessary payments to the Departments concerned. No amount shall be payable by AAI on this account.

9.1 Packing, Forwarding and Shipment

- (i) Material shall be fully insured and supplied to the below mentioned address:

| Sl. No. | Consignee | Address |
|----------------|--|------------------|
| 1 | Engineer-in-Charge, Airports Authority of India. | Udhampur Airport |

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- (ii) Packing shall ensure full protection to the equipment against deterioration or physical damage during handling and transportation by Air, Road, Rail or Sea. Packing list, giving full details of the contents in a weather proof wrapping, shall be enclosed with each case, which shall be marked on the outside with the following details:
- a) Name of Manufacture
 - b) Major Component name and numbers
 - c) Brief description of contents
- (iii) Contractor shall be held responsible for all damages due to improper packing. The cost of packing, forwarding and Transportation shall be to the account of supplier.

9.2 Factory Acceptance Tests (FAT)

All materials, components, sub-assemblies, unit assemblies (including software, cables and wiring) shall be subject to testing and certification. Notification of these tests shall be submitted to the AAI's Representative 30 days in advance of carrying out any test Along with Quality Assurance Plan (QAP) for the system to be offered for FAT. The AAI's Representative will then determine which, if any, items may be accepted based on previous supply or experience. FAT shall demonstrate that each sub-system and System meets its Specification.

Where necessary, interfaces shall be represented by simulation. Where processor-based equipment is to be used, the Tests shall also include verification of software used in this application.

AAI reserves the right to inspect the materials at factory before dispatch. If inspection of equipment at the factory is to be done, one-month prior intimation should be given in advance. Inspection of materials/ Equipments to be witnessed at the Manufacturer's premises in accordance with relevant Inspection Procedure, Tender specifications, relevant IS/ BIS / BS/ AHRI/ CPWD / ICAO / FAA or any other relevant code/standard etc. All arrangements for conducting the inspection and testing at the factory shall be the responsibility of the contractor.

The traveling and daily allowance for the 1st inspection at factory will be borne by AAI for AAI staff. In case the material/ test is not ready at factory or the test fails during the 1st inspection, the TA/DA for the AAI staff for the 2nd inspection shall be borne by the contractor will be deducted from the payment due to the agency.

For visual /destructive tests of materials, the Contractor shall provide samples of all the materials free of cost well in advance.

All the materials to be used in and on every part of the works shall be subjected, from time to time, to such tests as AAI may direct. Such tests shall be performed at the expenses of the Contractor. The samples for tests shall be in all cases selected by AAI. If at any time, any material so tested, fails to meet the acceptance criteria, the same shall be removed from the site of works and other materials substituted. But in the absence of any specified test/ acceptance criteria, the decision of AAI shall be final and binding as to whether the said materials shall be accepted or rejected.

The Contractor shall produce on demand from AAI, the necessary test certificates certifying that the materials conform to the technical specifications. However, this clause will not apply to routine testing of materials at the site laboratory of the Contractor.

Before offering the equipment to the inspection, the supplier should carry out a thorough pre-inspection to satisfy himself that the equipment fully conforms to the technical specification. The test results obtained in the supplier inspection report including type test and routine test certificates shall be submitted along with the machine offered for inspection.

The supplier should supply, install, integrate, test and commission the equipment with all its features at his own responsibility and cost.

The Inspector shall within 15 days from the date of inspection give notice in writing to the Supplier of any objection to any equipment and workmanship, which in his opinion is not in accordance with the contract. The Supplier shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to Inspector that no modifications are necessary to comply with the contract.

When the factory test has been completed at Supplier(s) work site the AAI shall issue a certificate to this effect within 7 days after completion on test. But if the tests are not witnessed by the AAI representative, the certificate shall be issued within 15 days of the receipt of Supplier's test certificate by the AAI representative. Failure of the Inspector to issue such certificate shall not prevent the Supplier from proceeding with the works, subjected to meeting technical and functional requirement of the tender.

Inspection by AAI and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Supplier.

In view of the inspection by the Contractor, the Contractor have the right to either depute their own inspecting officer or insist on the supplier for inspection certificate issued by an internationally certified inspecting agency. The Contractor or his duly authorized

representative shall at all reasonable times have access to the equipment being fabricated, assembled & shall have the powers at all reasonable time to inspect and examine the material and workmanship of the equipment during its assembly, testing and manufacturing.

All tools, instruments, plants and labour/operating personnel for the tests shall be provided by the Contractor at his own cost. All necessary test equipments and their calibration should be arranged by supplier. For any tests as directed by AAI that have to be carried out at an outside laboratory the same should be carried out by the Contractor without any cost to AAI and the cost shall include cost of tests, transportation, freight etc.

The category requirements of testing / inspection are provided in list of preferred makes. There will be one inspection for every lot. The inspection shall be carried out at OEM's factory.

9.3 CTE Inspection

Chief Technical Examiner's (CTE) may inspect the work during execution or after completion of work. During inspection any material / equipment may be sent to test lab. The fee payable for testing material / equipment shall be paid by contractor. The fee shall be reimbursed to the contractor if the material / equipment passed the test required. However, no fee shall be reimbursed to the contractor if the material / equipment fails in the test.

9.4 Trial Running and Taking Over

Following satisfactory completion of the integrated system tests, the AAI shall commence an extended period of trial running to prove all technical systems in time table operation to allow all technical systems to settle and to train staff in working procedures.

When all performance tests called for by the particular specification have been successfully carried out after completion of the work, the same shall be accepted and taken over after when it has been satisfactory put into trial operation. Contractor shall arrange all the required material, testing, load, manpower & testing equipments and other material required for successful operation of trial run free of cost. Nothing shall be paid extra in this account whatsoever and the Engineer-in-Charge shall forthwith issue a taking –over Certificate.

Testing & commissioning of equipments shall be carried out by engineers of OEM or there authorized Indian associates/ system integrator, however OEM must own the complete responsibility in respect of testing commissioning or SAT of equipments in boot cases

In the event of final or any outstanding tests being held over, such taking over certificate shall be issued subject to the results of such final or outstanding tests which shall be carried out in accordance with the relevant clause of the contract.

The Engineer-in-Charge shall not delay the issue of any taking over certificate contemplated by this clause on account of minor defects in the supply which do not materially affect the use thereof provided that the contractor shall undertake to make good the same in due course. This date shall be reckoned, as the certified date of completion and the defects liability period shall commence from this date. Until the handing over of the installation, the responsibility lies with the contractor for safety, upkeep etc.

9.5 Samples for Testing

Samples that have been tested may be incorporated in the works provided that:

- a. The sample complies with the specified requirements;
- b. The sample is not damaged; and
- c. The sample is not required to be retained under any other provision of the Contract.

Additional samples shall be provided for testing if in the opinion of the AAI's representative:

- a. Material previously tested no longer complies with the specified requirements;

Or

- b. Material has been handled or stored in such a manner that it may not comply with the specified requirements,

Unless agreed otherwise, all Tests shall be carried out by the Contractor in the presence of the AAI, the AAI's Representative and/or their authorized representative.

Attendance on Tests, including that by the AAI, the AAI's Representative and/or their authorized representative and the Contractor, shall be as laid down in the Quality Assurance procedures contained in Tender Documents.

10. MANUALS

The Contractor shall produce manuals for all the Equipments supplied and Systems tests to be conducted well in advance for the AAI's Representative to witness all the tests procedures. These shall include, but not limited to the following:

- a) System Manuals- A comprehensive description of all system principles at block diagram level.
- b) Operating/User Manuals-broken into as many sub-sections as may be necessary and providing sufficient information to enable non-technical staff to exploit fully the facilities of each System.
- c) Workshop Manuals for installation and circuit descriptions, full schematics, circuits, wiring diagrams, mechanical construction drawings and itemized parts list to enable all maintenance rectification and setting-up to be carried out.
- d) Software System Manuals for each software package and each piece of Equipment which incorporates programmable devices.
- e) Equipment Room Manuals for all wiring diagrams, circuits, equipment layout, terminal and cable listing including such external equipment as may be necessary for completeness.
- f) Maintenance and Servicing Manuals - to specify requirements, procedures and servicing intervals for planned preventative maintenance and in addition to convey sufficient

information on equipment principles and practice to enable first line fault diagnosis and rectification by technical staff.

The Operating/User Manuals and a summary (suitable for use at technician level) of the maintenance and servicing manuals shall be prepared in English language. The Contractor shall submit all manuals for review by the AAI's Representative prior to FAT.

The Contractor shall provide 6 (six) controlled copies of all manuals for the use of AAI's Representative and shall maintain all manuals in an up-to date condition throughout the Execution Period.

11. SPARES, SPECIAL TOOLS AND TEST EQUIPMENT

11.1 General

During the Execution Period, the Contractor shall provide free of cost all materials including consumables, unit exchange spares and emergency.

Contractor shall provide Spares required for maintenance (routine and breakdown) of the electro-mechanical and E&M systems. This shall also include environmental control systems provided under the Contract. The Contractor shall supply the spares, materials, jigs and fixtures not later than 6 (six) weeks before the commissioning of the Systems.

The Contractor shall also supply and keep in stock, sufficient spares for all electro-mechanical and E&M systems during the Defects Liability Period. The consumables required for all electro-mechanical and E&M systems during the Defects Rectification Period shall be arranged by the Contractor.

If the spares supplied by the Contractor are not consumed during the Execution Period, these shall become the property of the AAI at the end of the said period.

12. SITE MAINTENANCE DURING CONSTRUCTION

The Contractor and Sub-Contractors shall from time to time clear and remove all rubbish and obstructions from the site and the work area shall be kept clear and unobstructed at all times. Nothing extra shall be paid on this account.

13. GENERAL REQUIREMENTS OF COMPONENTS

Ratings of components:

All current carrying components in an installation shall be of appropriate ratings of voltage, current and frequency as required at the respective sections of the electrical installation in which they are used without their respective ratings being exceeded.

14. OTHER WORKS

a) After completing the installation, all site tests required shall be conducted as per standards in the presence of Engineer-in-charge / his representative. In case the work/material does not meet the full intent of the specifications, it shall be rectified/ replaced by the contractor at no extra cost and the contractor shall bear all the expense for any

further work considered necessary.

- b) All tools, equipments, plants and labour/ operating personnel for the test shall be provided by the contractor at his own cost.
- c) On successful completion of the installation, testing shall be carried out to the full satisfaction of Engineer-in-charge. The tests at site shall be in accordance with relevant Indian standards. The contractors shall arrange necessary testing equipment and other requirements including electrical load etc. for carrying out the tests.
- d) Openings of walls, slabs, trenches, etc. and making them good thereof to original finish.
- e) Providing all consumables and hardware such as welding electrodes, sealing compounds, bolts, nuts, washers, gasket material, cement, bricks, graded stone, etc.
- f) Supply of skilled and unskilled manpower, experienced supervisory and technical staff and competent management for execution.
- g) The contractor shall be responsible for any damage resulting from his negligence to existing facilities /installations and will restore, replace or repair any such damages at his cost to the complete satisfaction of AAI.

15. COMPLETION DRAWINGS / DOCUMENTS

On completion of works, the contractor shall submit four sets of "As – Built" drawings, one set reproducible and one set in CAD version in CD to AAI before the submission of the final bill. The details of the 'As-Built' drawings along with the documents / tool etc. for each subhead i.e. VRV/VRF/split ACs, Internal & external EI, signages Internal & external, Automatic Fire Alarm & Detection system, Fire Fighting system, PAVA, water supply pumping system, DG etc. as required by AAI. to be submitted are as given below, failing which Rs. 50,000.00 recoveries shall be made for each system of following works executed. General Arrangements, Layout drawings with dimensions, plans, sections etc.

- Control & Schematic Diagrams.
- Data Sheets /Equipment name plate details
- Control logic (where applicable)
- Details of Inventory
- Test Certificates (Factory Tests, sites Test)
- Guarantee/ warranty Certificates (where applicable)
- Other documents/ drawings as per the instructions of Engineer-in- Charge.
- Keys, operating handles, tools etc. as applicable

- As-built drawing for all services and approval of As-built drawings from AAI/local authority, where ever required.
- Manuals for System Operator, System Administrator and System Engineer.
- Detailed system specifications.
- Block diagram of the system with brief descriptions.
- Schematic circuit diagram as also unit/ module-wise diagram and stage-by-stage detailed description.
- Data flow-chart with data at different points during operations & testing.
- Component layout & position chart/ photograph for ease of locating the components.
- List of components/ units/ PCBs, module-wise with value, tolerance, Part No, type and circuit reference (where applicable).
- Servicing/Maintenance instructions including preventive Maintenance schedule. Indicate type of test equipment to be used for maintenance.
- Troubleshooting chart with proper test sequence, Voltage and data at various test points.
- Any other relevant information.

16. TRAINING

The Contractor shall train all Electrical AAI Site team during the erection and also familiarize them with the operation and maintenance of all the system for a minimum period of two weeks to the full satisfaction of AAI, failing which Rs. 50,000.00 recoveries shall be made. Training shall be provided for understanding and operation of all the items related to all systems. Charge for training should be included in the total cost. The contractor shall also provide training materials to the staff prior to the commencement of the training.

The Contractor shall conduct during the period of the Contract, a training course in the operation and maintenance of the Systems. The training program shall include mechanical, electrical, hardware and software aspects of the Systems and of duration sufficient to cover the topics in detail. The training programme shall be submitted to AAI for his approval. The Contractor shall train and certify all AAI's (or its nominated agents) O&M personnel in the proper operation and maintenance tasks for the Systems. As part of the system operations programme, the Contractor shall also provide instruction for all AAI Electrical personnel for each training block. This training shall provide an overview of system elements and operations describing the features and cover applicable operation safety procedures. Successful bidder imparting the training for Operation and Routine Maintenance of installation time to time for entire life span of the installation to the specialized agencies engaged by AAI for the purpose within the quoted cost of SITC work & nothing extra shall be payable on this account.

Final Bill of the bidder for SITC work shall be released only after imparting the training by the bidder to the specialized agency engaged by AAI for Operation and Routine Maintenance.

17. STATUTORY APPROVALS

It is responsibility of the contractor to get initial and final approvals / NOC for systems like electrical (CEA), fire protection, firefighting, fuel tanks, etc. from the concerned departments /local bodies. The contractor shall also do all the liaison works with the departments for getting the approvals. All the incidental expenses in connection with the above shall be borne by the contractor with no extra cost to AAI. **For all approvals / NOC, statutory fees shall be paid by the contractor initially in the name of AAI, however, it shall be reimbursed, if any by AAI on submission of documentary evidences.**

- (i) All the equipment to be supplied and works to be executed should conform to the Electrical Inspectorate / CEA Standards including all protection and metering accessories.
- (ii) The bidder has to liaison with local electricity board/utility for new electricity connection.
- (iii) Permission for electrical connection from electricity board.
- (iv) Contractor has to obtain necessary scheme approval (NOC) for various facilities, if any, from the Electrical Inspectorate/CEA immediately after the award of work.
- (v) All testing/calibration, etc. are to be carried out as per the requirements of statutory authorities. The tests/calibration certificates shall be submitted to AAI.
- (vi) On completion of work, the contractor has to obtain necessary safety certificate from EI/CEA by submitting necessary completion certificates, drawings, equipment details, load details, test results, etc. before tenderization.
- (vii) The scope of work also includes obtaining initial and final approvals (NOC) for the fire protection& firefighting system from local authorities like State Fire Dept.

18. COMPLETENESS OF WORK

- (i) The installations shall be completed in all respects and put in to operation even where certain details have not been mentioned / left out in these specifications. Any discrepancy may be brought out in pre-bid meeting.
- (ii) All E&M services including Internal Electrical installations, firefighting system & Addressable fire alarm system, VRV/VRF/Split air conditioners, WTP, PA system, D.G. sets, substation equipments, High mast, Automatic Sliding door, Air curtains, water coolers shall be declared as completed after completion of trial run of 1 month or completion of whole work whichever is later. However, maintenance, replacement of defective components supply & spares etc. (including providing all consumables except Diesel for DG set) of these installations during the free maintenance period of 24 months shall be carried out by the agency at his own cost. DLP / Warranty period of all works / machine / equipment shall commence from date of completion of complete work (project).
- (iii) All electrical & mechanical fittings / fixture / appliances, to be provided for the work, where BEE certification is available
- (iv) SLD, Do's & Don't of all installations shall be prepared in color print, got laminated in suitable size and displayed suitably at respective ESS(Sub-station) Building etc.

The technical specifications are available in tender. The department shall not be responsible for the lack of knowledge and also the consequences thereof to the

Contractor. The information and data mentioned in the tender document have been furnished in good faith and for general information and guidance only. The Engineer-in-Charge in no case shall be held responsible for the accuracy thereof and/or interpretations or conclusions drawn there from by the Contractor and all consequences shall be borne by the Contractor and no claim, whatsoever, shall be entertained from the Contractor, if the data or information furnished in tender document is different from data /drawing after Preparation of architectural drawings, design and approved for construction. It is presumed that the Contractor has satisfied himself for all possible contingencies, situations, bottlenecks and acts of coordination, which may be required between different agencies.

19. GUARANTEE / WARRANTY

The Contractor shall guarantee that the E&M packages will be new and in accordance with the contract documents and be free from defects in material, unsatisfactory performance or break down due to defective design, manufacture, installation and workmanship for a minimum period of twenty-four calendar months commencing from after satisfactory completion of project.

The installation shall be covered by the condition that whole installation or any part thereof found defective within two years from the date of takeover shall be replaced or repaired by the contractor free of charge as decided by AAI.

The Supplier's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his sub-Suppliers, under normal use and arising solely from faulty design materials and/or workmanship provided always that such defective parts are repairable at the site and are not in the meantime essential in the use of the equipment. Such replaced defective parts shall be returned to the Supplier unless otherwise arranged. No repairs or replacements shall normally be carried out by AAI when the equipment is under the supervision of the Supplier's supervisory engineers. In the event of an emergency where, in the judgment of the Purchaser, delay would cause serious loss or damage, repairs or adjustments may be made by the Purchaser or a third party chosen by the Purchaser without advance notice to the Supplier and the cost of such work shall be deducted from the agency. In the event such action is taken by the Purchaser, the Supplier will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not relieve the Supplier's liability under the terms and conditions of the contract.

If it becomes necessary for the Supplier to replace or renew any defective portions of the equipment under the clause, the provisions of this clause shall apply to the portions of the equipment so replaced or renewed until the expiration of 24 months from the date of such replacement or renewal. If any defects be not remedied within the reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and costs but without prejudice to any others rights which the purchaser may have against the Supplier in respect of such defects.

The repaired or new parts will be furnished free of cost by the Supplier. If any repair is carried out on his behalf at the site, the Supplier shall bear the cost of such repair. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Supplier shall be borne by the Supplier.

The acceptance of equipment by the Purchaser shall in no way relieve the Supplier of his obligation under this clause in the case of these defective parts which are not repairable at

site but are essential for the operation of the equipment, the Supplier and the Purchaser shall mutually agree to a programme of replacement or renewal which will minimize interruption to the maximum extent in the operation of the equipment. The cost of transportation of such defective parts from site to the work of the contract and back shall be borne by the EPC Contractor. At the end of the Guarantee period the Supplier's liability ceases except for latest defects.

20. THE WARRANTY SHALL COVER THE FOLLOWINGS:

- i) Quality, Strength and performance of the materials, equipments, system and used/provided.
- ii) During this period, the contractor shall without any extra cost, carry out all routine and special maintenance of the works executed by him and attend to any difficulties and defects that may arise in the day to day operation of the system as reported by AAI.
- iii) Any defective material supplied by the Contractor or defective workmanship of the Contractor.
- iv) Any material supplied by AAI which is proved to be damaged or destroyed as a result of defective workmanship by the Contractor.
- v) Safe electrical and mechanical stresses on all parts of the equipment under all specified conditions of operation.
- vi) Satisfactory performance during guarantee period including free replacement to be done in accordance with the maintenance instructions and schedules.
- vii) Performance figures and other values as specified in schedule of guaranteed technical particulars.
- viii) Prompt service during maintenance period and breakdowns.

21. AFTER SALES SERVICES:

Contractor shall ensure adequate and prompt after sale services in the form of maintenance personnel and spares as and when required. Particular attention shall be taken to ensure that all spares are easily available during the normal course of life of the installation. Contractor shall provide 24 hours' emergency call-back service facility.

22. LONG TERM AVAILABILITY OF SPARES:

The Supplier shall guarantee the availability of spares to the purchaser for a period of 15 years. The Supplier shall guarantee that before going out of production of spare parts of the equipment covered under the contract even after fifteen years, he shall give the purchaser at least 12 months' advance notice so that the latter may order his bulk requirement of spares if he so desires. The same provision will also be applicable to sub-Suppliers. The Supplier shall provide to the purchaser with a 'DIRECTORY' of sub-Suppliers giving full addresses and other particulars etc. The Purchaser so desires, shall have the right to procure the spares directly from the sub-Suppliers.

23. DESIGN OF EQUIPMENT / SYSTEM

All ratings and quantities mentioned in the tender document of equipments/ system are minimum/ tentative and contractor has to carry out detailed calculation in accordance to technical specifications, drawings and relevant codes / standards amendment upto date. Contractor has to submit detailed calculation of equipment / system as mentioned in tender document for the approval to AAI before physical execution of the work

24. MINIMUM WAGES, PF & ESI.

The contractor shall be solely responsible for the payment of wages (Minimum wages as fixed by central or state govt. whichever are higher shall be applicable) and other dues to the personnel deployed by him latest by 7th of subsequent month. A contractor shall be directly responsible and indemnify the authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and personal deployed by him.

Contractor shall take care of labour regulations applicable in India and is required to follow all the guidelines prescribed by concerned authorities i.e. Regional Labour Commissioner/ Central Advisory contract labour board etc.

Tenderer should quote their rates to comply with provisions of Contract Labour (regulation and Abolition) Act 1970 and Contract Labour (regulation and abolition) Central rules 1971 and minimum wages Act and rules thereof of Central and State Governments. Since the contract covers SITC, works wherein no separate quote for manpower is sought.

REQUIREMENT FOR SPECIALIZED AGENCIES

- a) The contractor shall himself meet the eligibility criterion, as per pre-qualification criteria mentioned in NIT in order to carry out specialized packages. Otherwise he shall associate and engage the only one specialized firm meeting the eligibility criteria stipulated pre-qualification criteria mentioned as per “**APPENDIX-EB**” to execute the respective sub-head of the contract.
- b) Specialized Works: Specialized works /items/ jobs are those works that requires expertise/specialized skill and are executed after prequalification of agencies. The specialized agency shall have in house capability to prepare shop drawings and technical submittals.
- c) The contractor shall submit the credentials for approval of AAI as per “**APPENDIX-EB**” and engage specialized agency only after approval of Engineer-In-Charge (E-I-C), whose decision based on the feedback & credentials of the agencies on the matter shall be final & binding. The contractor has to submit the details of specialized agency within two month from the date of signing of agreement or 75 days from issue of work order, whichever is earlier.
- d) Penalty of Rs 50,000/- per week/per specialized agency will be imposed in case main contractor fails to submit the credential of specialized agency within the time frame mentioned above & as per the decision of engineer in-charge.
- e) The department reserves the right to allow the main firm to submit additional Documents/ additional names of the specialized agency in case of the deficiencies in documents or in case of no specialized agency getting qualified in respect of respective subheads. The same will have to be complied with the main contractor within the time allowed. The decision of the department shall be firm & binding on the intending bidders.
- f) It is the responsibility of main contractor to check the credentials submitted by specialized agency. If at any stage, it is found that the credentials submitted by the specialized agency is fake or false in that case amount equivalent to 50% of EMD amount of the main contractor will be forfeited per reference.
- g) In event of the concerned agency not performing satisfactorily or failure of specialized agency or as stated in Para (f) above, the main contractor on the written direction of the department, shall remove the specialized agency deployed on the work and shall submit name of new specialized agency who fulfills the conditions mentioned in NIT to execute the leftover work without any loss of time or variation in cost to the department in this regard. Such specialized agency shall also enter into Agreement with the main tenderer and shall meet all the guarantee for the equipment already supplied for which payment has been released by the department in part. If any equipment supplied for the work, during the currency of the earlier specialized agency and paid partly by the department becomes redundant /not in a position to be installed and commissioned and put to beneficial use due to change in agency for execution of work, the main contractor shall be liable for replacement of the equipment(S) at no cost to Department.
- h) No change of specialized agency will be allowed without prior approval of the EIC.
- i) The main contractor shall be responsible and liable for proper and complete execution of the work and ensure coordination among all specialized agencies for executing the E&M works including the constriction Civil Work.

- j) "After successful commissioning of the system, and while handing over the system to AAI, the System Providers / OEMs / Contracting Agency shall provide the complete set of usable Software, Source Code, Executable Code, Password, Software Design Document and any Specialized Development Tool etc. of the entire system to AAI for enabling access and use of the same by AAI or its authorized agency for future modification / extension / upgradation /interfacing or integrating with new system etc. The System Provider / OEM / Contracting Agency shall provide exclusive right to AAI and indemnify AAI or AAI nominated agency for usages / modification of Software, Source Code, Executable Code, Password, Software Design Document and any Specialized Development Tool against any liabilities, losses, claim or proceedings etc.

At the time of commissioning of the system, the agency should sincerely demonstrate compatibility of their source code/passcode, executable code, software design document etc. with any other OEM's equipment for which all necessary required hardware/software shall be the responsibility with agency & provided without any cost to AAI.

The System Provider / OEM / Contracting Agency shall also support to AAI and ensure that Software, Source Code, Executable Code, Password, Software Design Document and any Specialized Development Tool are workable during the entire service life of the system without any additional cost. Final bill of the bidder shall be released only upon submission of the same. Further, any update / modifications done in the system Software, Source Code, Executable Code, Password, Software Design Document and any Specialized Development Tool shall also be submitted to AAI.

If System Provider / OEM / Contracting Agency is not submitting the charges shall assess the cost of such support and necessary recovery shall be made from the dues of the System Provider / OEM / Contracting Agency available with AAI. The cost shall be assessed by the EIC following codal procedure standard by obtaining budgetary offer / MR analysis.

The above clause is not applicable for software licenses taken in the scope of work for general purpose software like Operating systems, tools, antivirus software etc.

*The base cost shall be the quoted amount proportionate as per cost center of E& M, AS /IT work of respective package by the successful bidder.

The agency should have valid electrical license issued by appropriate licensing authority for substation work & Internal/External EI.