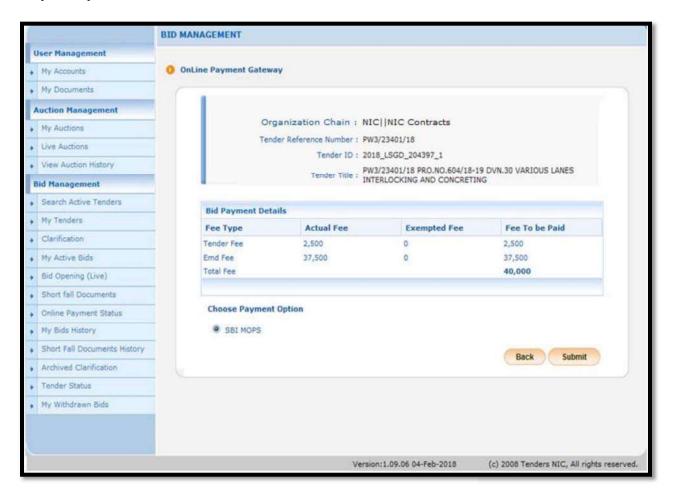
Step3) Verify that the Tender fee and EMD shown are correct, as per tender document. Then, select the payment option **SBI MOPS** and Submit, as below.

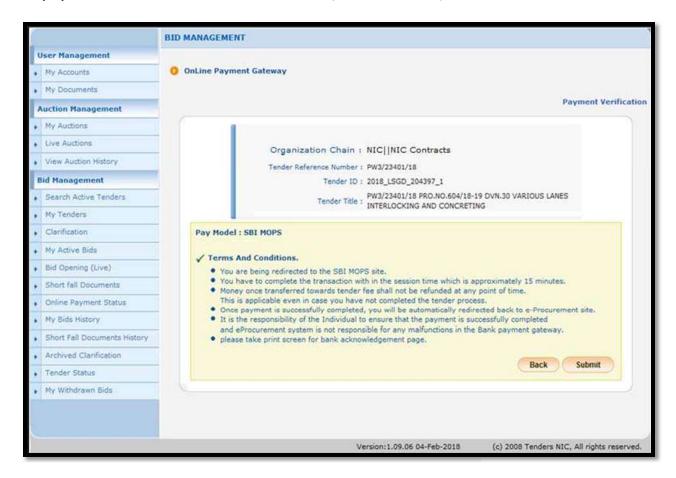
Note: In case of any mismatch in tender payments, with reference to tender documents, please contact TIA for clarifications.



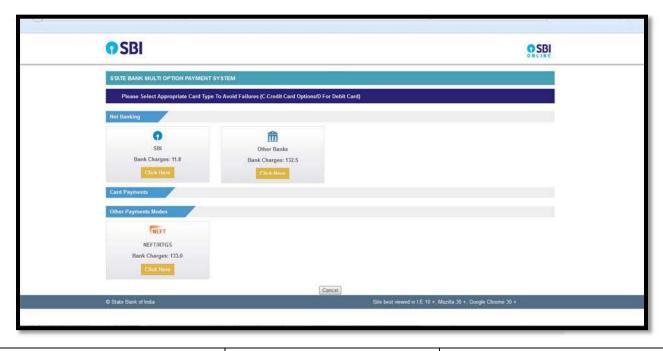
National Informatics Centre

Payment Gateway

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



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



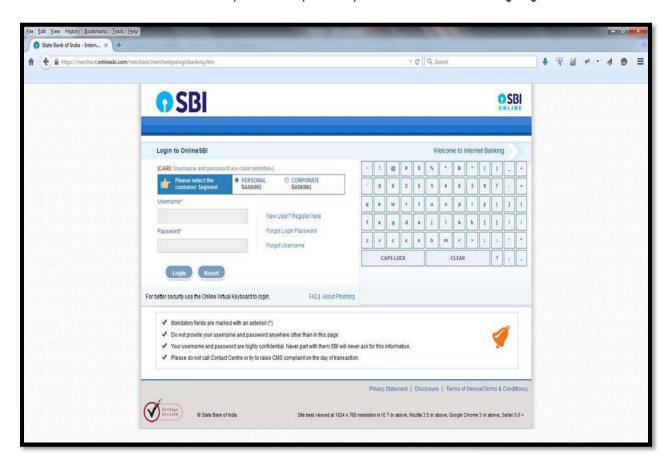
NIC-GePNIC Version 1.09.06 Page 5

Payment Gateway

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

a) SBI

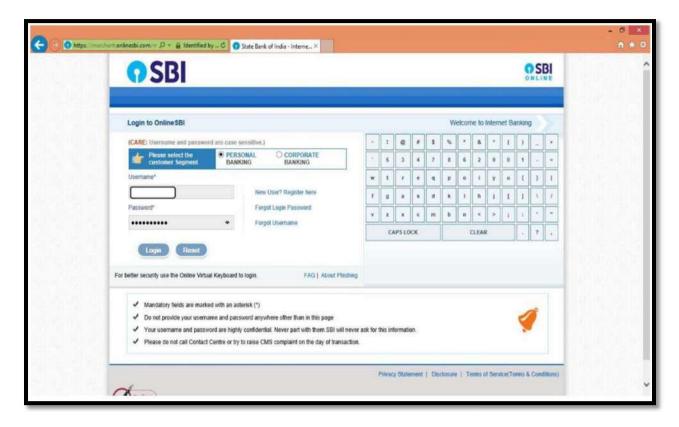
i. Bidders with SBI account may click SBI option to proceed to its Net Banking Page



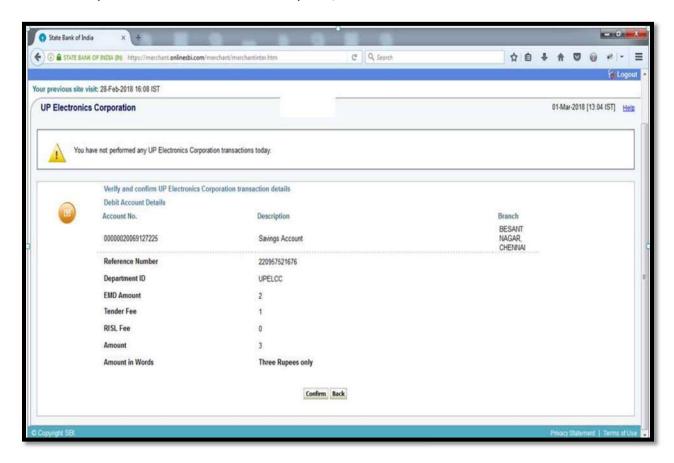
National Informatics Centre

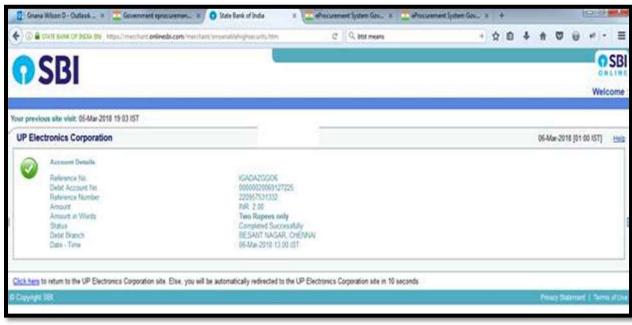
Payment Gateway

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



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.





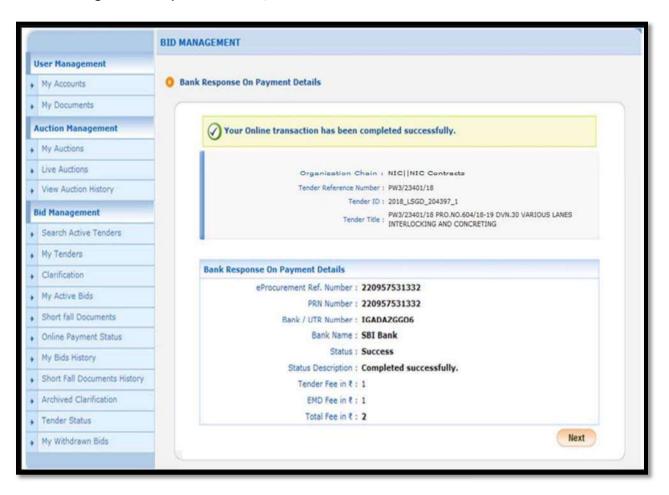
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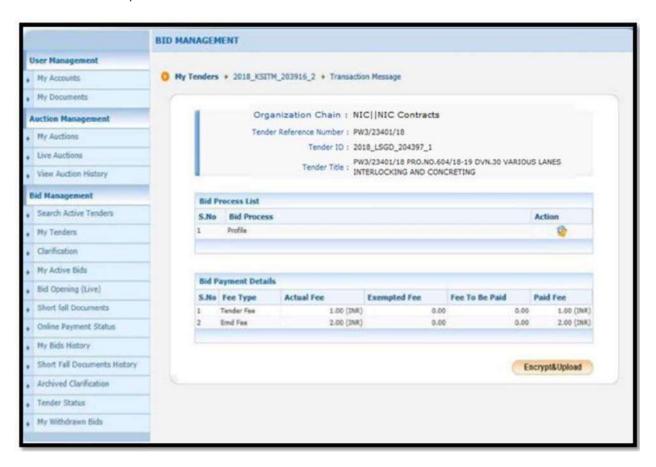
NIC-GePNIC

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, beforetender closing time.

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

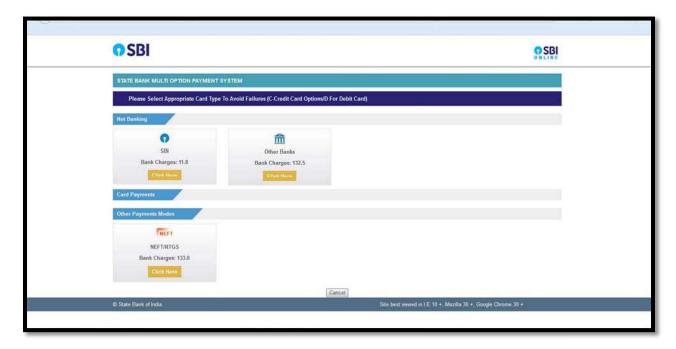


v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

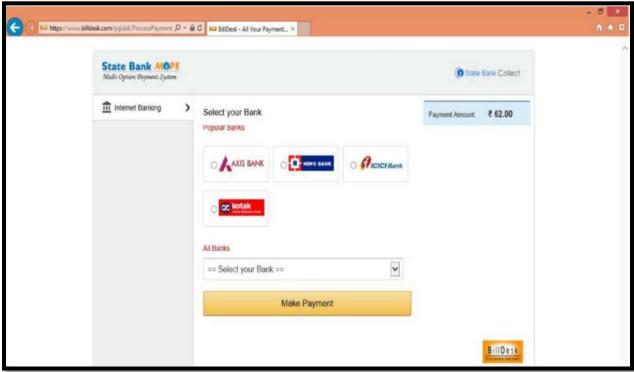


b) OTHER BANKS:

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

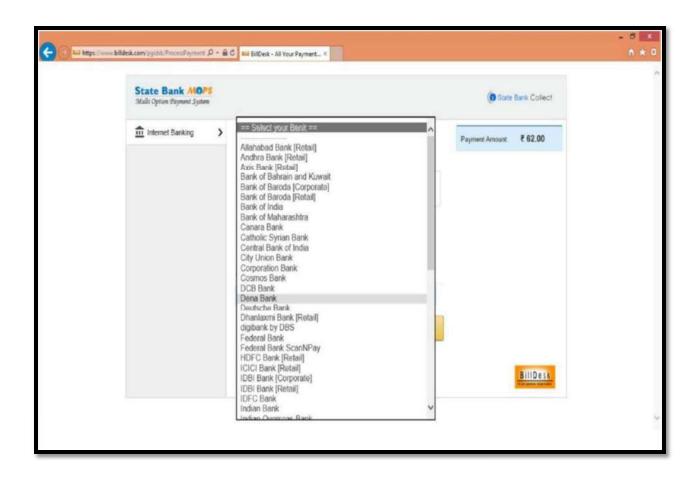


You may select the appropriate Bank from selection page. As an example, we are proceeding with ICICI Bank in the provided dropdown box of **All Banks.**

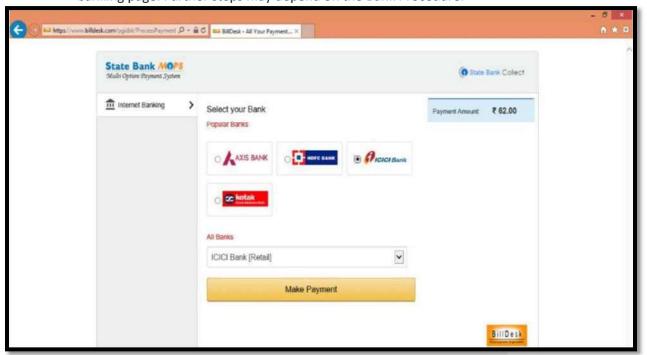


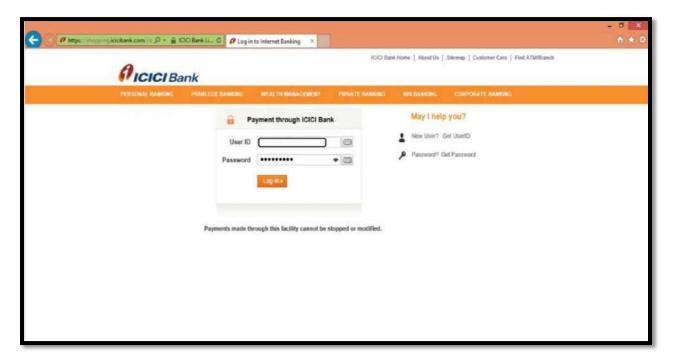
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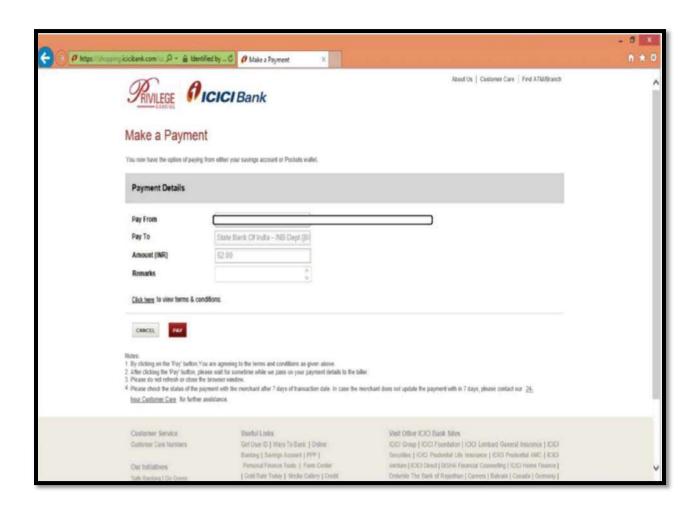




ii. After selecting ICICI Retail Banking, Click **Make Payment** Button to proceed to its internet banking page. Further steps may depend on the Bank Procedure.







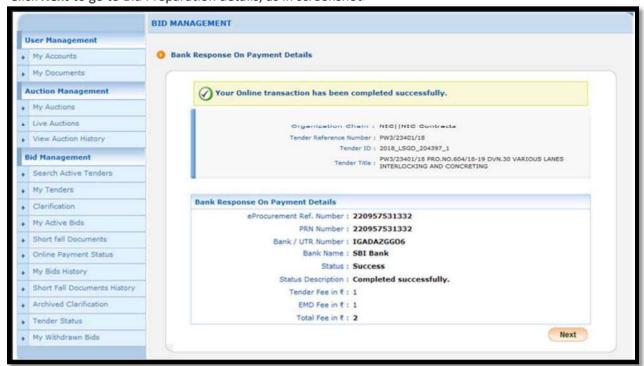
National Informatics Centre Payment Gateway Attps://shopping.icidbank.com/cc/D ←
 B Identified by —
 O Confirm Details About Us | Customer Care | Find ATM/Branch PRIVILEGE PICICI Bank Confirm Details Details Pay From State Bank Of India - INB Dept.(BILL DESK BPC) Pay To 62.00 Amount (INR) Please enter these details to authorize the transaction Grid Card er the following digits of your Debit Grid (This will be on the back of your card) for Account Number: 086801507890 One Time Password (a) (a) https://doi.org/ mpiciobank.com/co /0 = @ IOCI Banktill G / Payment Successful PRIVILEGE PICICI Bank 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 NICI6289234178 Your Transaction Reference Number is 1448560349 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 NIC-GePNIC **Version 1.09.06** Page 15

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.

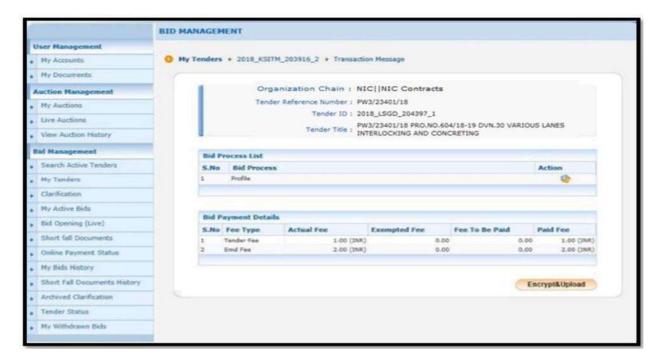


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National Informatics Centre

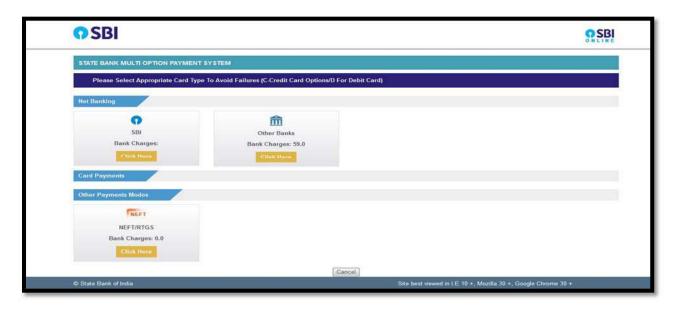
v. Please ensure that the **Pay Online** option is not shown after successful payment, as below, for confirmation. From here, you may proceed with **Encrypt and Upload** to upload tender documents, and further submission process.

Payment Gateway



C) NEFT/RTGS

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

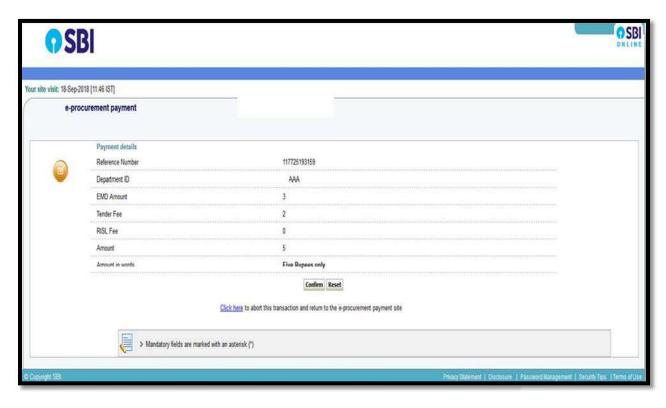


(ii) Please click the check Box to proceed to the payment and click on the Confirm Button.

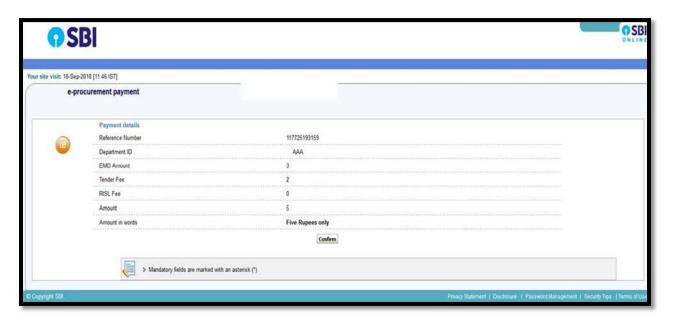
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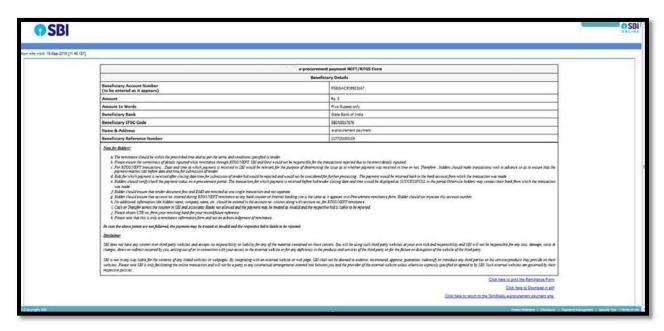
(iii) <u>Please ensure that your account has sufficient balance</u>, before proceeding further. After checking the same, Click **Confirm** button as below, to transfer payment.



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



(v) The challan is generated after successful transaction.



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

	yment RTGS/NEFT Remittance Information Form eneficiary Details
Ве	eneficiary 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
Internet banking site is the same as it of any other detail to the above account n b. No additional information like bidder is column along with account no. for RTC Account to Account transfers or Cash p this remittance form is to be used only d. Bidder should ensure that tender documents.	name, company name, etc. should be entered in the account no. 3\$NEFT remittance. payments are not allowed and are invalid mode of payments. Hence,
	s inputted while remittance through RTGS/NEFT. Please also ensur humber (which is case sensitive) as displayed in this form. SBI and opputted. d be relavant for Therefore, bidder before date and
	er closing date/time for submission of tender/bid would be rejected

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GENERAL CONDITIONS OF CONTRACT 2017

AIRPORTS AUTHORITY OF INDIA



AIRPORTS AUTHORITY OF INDIA

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GENERAL GUIDELINES

- 1. This book of "General Conditions of Contract" is applicable to both types of tenders i. e." Percentage rate tenders and Item rate tenders". Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given in this book. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tenders or item rate tenders
- 2. Notice Inviting Tender, Schedules A to F, special conditions/specifications and drawings only will be issued to intending bidders. The standard form will not be issued along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
- 3. All blanks are confined to Notice Inviting Tender and Schedules A to F.
- 4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in Notice Inviting Tender and in Schedules B to F before issue of Tender documents.
- 5. The intending bidders will quote their rates in Schedule A.
- 6. The proforma for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately issued to all intending tenderers.



AIRPORTS AUTHORITY OF INDIA

Percentage Rate Tender/Item Rate Tender & Contract for Work

Airport : ATS Complex, Mumbai

Branch : Engineering-Electrical Office of : A.G.M.(Engg.-Elect.)

- (A) Tender for the work of:- "A.C.M.C. of Various Capacity of MLATs Solar Power System at various locations in the Operational Area of Mumbai Airport during 2020-21 to 2021-22."
 - (i) To be submitted/uploaded upto 18:00 hours on 04.12.2020 in NIC CPP Portal.
 - (ii) To be opened in presence of tenders who may be present on <u>08.12.2020</u> at <u>15:00</u> hours. in the office of <u>Asstt.General Manager (Engg.- Elect.), ATS Complex, Mumbai.</u>

Issued to	*
Signature of officer issuing documents	*
Designation	. *
Date of issue	. *

*(ii) Not applicable for e-tendering

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rates & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I / We hereby tender for the execution of the work specified for the Chairman Airports Authority of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such material as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the date of opening of financial bid in 3/2 bid system and not to make any modifications in its terms and conditions.

- I / We undertake and confirm that for eligibility of similar work(s) has / have not been got executed on back to back basis through another contractor. Further that, if such a violation comes to the notice of AAI, then I/We shall accept the decision of AAI if we are debarred for tendering in AAI in future works. Also, if such a violation comes to the notice of AAI before date of start of work, the Engineer- in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.
- I / We further undertake and confirm that information/ documents submitted by us are genuine, and if at any stage such documents/ information found false, then we shall be liable for debarment from tendering in AAI, and any other appropriate legal action.



A sum of Rs.28,491.00 (Rupees Twenty Eight Thousand Four Hundred Ninety One only) is here by submitted online through SBI Gateway using SBI/Other Banks/NEFT/RTGS mode /BG* in the format prescribed in tender documents as earnest money (Appendix-I). If I/we, fail to furnish the prescribed performance bank guarantee within prescribed period, I/we agree that the said Chairman, A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to take appropriate action as per terms of contract. Further, if I/ we fail to commence work as specified, I/we agree that Chairman, A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by AAI towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of earnest money or Performance Guarantee or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I / We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

(* To be deleted which are not applicable)

Date:	Signatures of Contractor:
Witness:	Postal Address
Occupation:	ACCEPTANCE
competent authority on behalf	d by you as provided in the letters mentioned hereunder) is accepted by of the Chairman, Airports Authority of India for sum of Rs. es).
The letters referred to below s	hall form part of this contract Agreement:-
(i) (ii) (iii)	
. ,	For & on behalf of Chairman, Airports Authority of India Signature
	Designation Date



AIRPORTS AUTHORITY OF INDIA

General Rules & Directions

1.	General Rules & Directions	All work proposed for execution by contract are notified in a form of invitation to tender pasted in public places /NIC CPP Portal and signed by the officer inviting tender or by publication in Newspapers and posted on AAI web-site and NIC CPP Portal https://etenders.gov.in and www.aai.aero (for reference only). 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
2.		Officer inviting tender during office hours. In the event of the e-tender being submitted by a firm, it must be digitally signed. Such tender 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.
2. (A)		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.
3.		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.
4.	Applicable for item Rate Tender only.	Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenderers, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes. The rate(s) must be quoted in decimal coinage. Amount must be quoted in full Rupees by ignoring 50 paise and considering more than 50 paise as Rupee one. 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.

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.

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.

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 contractors.

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 software supports the above provisions, revised offers from tenderers forming the tie shall be obtained and procedure prescribed for "Restricted call of tenders" shall be adopted (for e-tenders).

4. (A) Applicable for Percentage Rate Tender only.

In case of Percentage Rate Tenders, tenderer shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if;

- 1. The contractor dose not quote percentage above/below on the total amount of tender or any section/sub-head of the tender.
- 2. The percentage above / below is not quoted in figures & words both on the total amount of tender or any section / sub-head of the tender.
- 3. The percentage quoted above/below is different in figures and words on the total amount of tender or any section / sub-head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more bidders is same, such lowest bidders will be asked to submit revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above / below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more bidders received in revised offer is again found to be equal, the lowest tender, among such bidders, shall be decided by draw of lots in the presence of Jt. GM (Engg) / DGM (Engg) / AGM (Engg) /



	Sr. Manager (Engg) in-Charge of work & the lowest bidders those who have quoted equal amount of their tenders. In case all the lowest bidders those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each bidder. Bidders, whose earnest money is forfeited because of non-submission of revised
	offer, shall not be allowed to participate in the re-tendering process of the work.
	Note: Till the time software supports the above provisions, revised offers
	from tenderers forming the tie shall be obtained and procedure prescribed for "Restricted call of tenders" shall be adopted.
4. (B)	In case the lowest tendered amount (estimated cost ± amount worked on the basis of percentage above/below) of two or more contractor is same, such lowest contractor will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub section/sub heads as the case may be but the revised percentage quoted above/below on tendered cost or on each sub section /sub head should not be higher than the percentage quoted at the time or submission of tender. The lowest tender shall be decided on the basis of revised offers. In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money
	shall be forfeited. If the revised tendered amount of two more contractors received in revised offers is again found to be equal, the lowest tender, among such contractor, 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 & minor component(s) of work & the lowest bidders those who have quoted same tendered amount of their tenders. In case all the lowest contractors those have quoted same tendered amount, refuse
	to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each bidder. Bidders, whose earnest money is forfeited because of non- submission of revised offer, shall no be allowed to participate in the re-tendering process of the work.
5.	The officer inviting tender or his duly authorized representative, will open tenders in the presence of any intending bidders who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule – I.
	In the event of a tender being rejected, the earnest money shall thereupon be
6.	returned to the contractor remitting the same, without any interest. The officer inviting tenders shall have the right of rejecting all or any of the
7.	tenders and will not be bound to accept the lowest or any other tender. The receipt of an accountant or clerk for any money paid by the bidder towards
	tender fee will not be considered as any acknowledgement or payment to the officer inviting tender and the bidder shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorised cashier.
8.	The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending bidder without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.



	_	
9.		The bidders shall sign a declaration under the officials 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.
9(A).		Use of correcting fluid anywhere in tender document is not permitted. Such tender is liable for rejection. If there is any correction it should be cut with a straight line and should be initialed and cello tape to be provided on all the rates quoted in case of physical tenders.
10.	Applicable for Item Rate Tender Only.	In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the bidder in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, i. If a discrepancy is found between rates in figures and in words, then the rates which correspond with the amount worked out by the bidder shall unless otherwise proved be taken as correct. ii. If the amount of an item is not worked out by the bidder or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. iii. Where the rates quoted by the bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. iv. In event no rate has been quoted for any item(s) leaving space blank both in figure(s) and word(s) or cancelled the quoted rate in figure(s), and word(s) but the amount corresponding to the item(s) is worked out by the bidder and added to the grand total, then rate(s) of the items(s) shall be derived from the amount(s) quoted by the contractor against such item(s). v. 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. vi. Sub Para i to iv above shall not be applicable in case of e-tendering.
11.	Applicable for percentage rate tender only.	In case of percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected Percentage quoted by the bidder in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy. However, if the bidder has worked out the amount of the tender and if any discrepancy is found in the percentage quoted in words and figures, i. The percentage which corresponds with the amount worked out by the bidder shall, unless otherwise proved, be taken as correct. ii. If the amount of the tender is not worked out by the bidder or it does not correspond with the percentage written either in figures or in words, then the percentage quoted by the bidder in words shall be taken as correct. iii. Where the percentage quoted by the bidder in figures and in words tally but the amount is not worked out correctly, the percentage quoted by the bidder will, unless otherwise proved, be taken as correct and not the amount. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to
12.	Applicable for Item Rate Tender only.	provide satisfactory explanation, such a tender is liable to be disqualified and rejected. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in



12(A).	Applicable for percentage rate tender only.	figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be upto two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line. In Percentage Rate Tender, the tenderer shall quote percentage below / above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that he interpolation is possible. In case of figures, the word 'Rs' should be written before the figure of rupees and work 'P' after the decimal figures e.g. 'Rs. 2.15 P' and in case of words, the word 'Rupees' should precede and the word 'Paise' should be written at the end. (quoting of rates in Paise is not applicable in e-tenders)
13	Acceptance of abnormally low quoted bid (Capital & Revenue Expenditure Contract)	Wherever the price of the lowest bidder is lower than the justified cost by more than 25%, lowest bid can be termed as Abnormally Low Quoted Bid (ALQB). Processing of such bid shall be as follows: i) The bid processing Manager shall seek from lowest bidder, a Bank Guarantee amounting to 10% of the difference between 75% of the justified cost and the cost quoted by the bidder. This bank guarantee shall be termed as Quality Protection Bank Guarantee (QPBG) and shall be over and above the normal bank guarantee and shall be valid up to the completion of the work. ii) The lowest bidder has to submit the QPBG within 10 days of issue of letter from Bid Manager. iii) On receipt of QPBG from the lowest bidder, the bid processing Manager shall submit the case to the officer competent to accept the tender as per delegation of powers. iv) In case of Percentage Rate Tenders, QPBG shall be asked for 10% of the difference between 75% of the justified cost and the corresponding cost worked out on the basis of percentage quoted by lowest bidder. v) This QPBG for any tender shall be a fixed amount as one time measure and will not vary at any stage during the currency of the work or contract. vi) The justified cost worked out by AAI shall be final and binding on the contractor. vii) In case of labour intensive ALQB like MESS, Annual Maintenance Contract for supply of labourers, Operation & Maintenance Contract and other similar works, contractor shall transfer / deposit salary of the individual worker to their bank account which should be linked with AADHAR and a statement is to be submitted to AAI along with each running and final bill. viii) In case the lowest bidder fails to submit QPBG within stipulated time, as decided by Bid Manager or contractor does not transfer / deposit salary of the individual worker to his / her bank account which should be linked with
		AADHAR and do not submit statement to AAI as the case may be the tender shall be rejected / foreclosed and EMD / SD collected till date shall be forfeited. ix) In case of non-execution / completion of the work, QPBG and EMD /SD collected till date shall be forfeited.



	AMPORTS AUTHORITY OF MONA
13A	In case the contractor does not carry out the work on ALQ items as per schedule or as per NIT specifications, the Engineer-in-charge shall issue a letter to the contractor to comply its obligations as per NIT, for ALQ items. Engineer-in-charge shall also give one reminder after 10 days of 1st letter and if contractor still do not start the work on ALQ items, then bank guarantee i.e. QPBG should be encashed and work should be got executed through another agency at his risk and cost.
14	i. The bidder, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank but not co-operative or Gramin Bank, in accordance with the prescribed form, provided confirmatory advice is enclosed.
	ii. The bidder, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the contract amount of the work.
	iii. In works where condition of submission of Performance Guarantee is not applicable, the security deposit @ 10% of the tendered value shall be deducted.
	iv. The Security deposit (under ii & iii above) will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit.
	v. Security deposit will also be accepted in form of Fixed Deposit Receipts / Guarantee Bonds of any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.
15.	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 in writing to the Engineer-in-Charge.
16.	1. 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 for all the items.
	2. 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.
	3. In case supplies /services / works involve imports; the same should be identified separately. Basic Custom Duty & IGST will be paid directly by AAI by utilizing EPCG license / Duty Credit Scrip under service Export from India Scheme (SEIS) of Govt. of India.
17.	The contractor/ bidder shall give a list of AAI employees related to him.
18.	The tender for the work shall not be witnessed by a contractor or contractors / bidders who himself / themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.



General F	Rules & Directions	AG.
19.		The tender for composite work includes, in addition to building work, all other
		works such as sanitary and water supply installations drainage installation,
		electrical work, horticulture work, roads and paths etc. The tenderer apart from
		being a registered contractor (B&R) of appropriate class, must associate himself
		with agencies of appropriate class which are eligible to tender for sanitary and
20		water supply drainage, electrical and horticulture works in the composite tender.
20.		The contractor/ hidder shall submit list of works completed in last 5 years*as well as which are in hand (in progress) in the following format for assessing bidding capacity of the hidders:
Name	of work Name	e and particulars Value of work Position of works Remarks
	1 1 1 1	fice where work in progress
21		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.)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.
22		If complete site is available for work, the work shall be completed in the manner
		specified here in special condition of contract and NIT specifications.
		Note: In such case para 23 below may be deleted by NIT approving authority
23		If complete site is not available for taking up the work, the same shall be made
		available in phases. The scope of work covered in each phase, time for
		completion of work in each phase and methodology of taking over completed work in phased manner has been specified under special conditions of contract.
		The completion time for each phase shall be applicable as indicated in tender
		documents. The work shall also be taken over by Engineer-In-Charge in phases.
		The warranty for the works executed in each phase shall be applied independently
		w.e.f. date of completion /taking over of individual phase.
		Note: In such case para 22 above may be deleted by NIT approving authority
L		1 para 22 according to ac

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CONDITIONS OF CONTRACT

Definitions:

Definitions.	
1.	The contract means the documents forming the tender and acceptance thereof and the formal agreement / agreements executed between the competent authority(s) on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract / two contracts and shall be complimentary to one another. Contractor has to sign two agreements, one consisting BOQ for Civil works and another one for SITC and O&M /AMC / AICMC part. Engineer-in charge could be common for both the agreements. Separate invoices for the civil /construction works and SITC / O&M / AICMC / AMC works have to be raised by the agency referring to the respective agreements to facilitate AAI to claim input tax credit on such SITC / O&M / AICMC / AMC works as mentioned in Schedule 'F' para 2(v).
2.	In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
	i. The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional. ii. The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract. iii. The Contractor / tenderer / bidder shall mean the individual, firm or company whether incorporated or not, Joint Venture / Consortium undertaking the works and shall include the legal personal representative of such individual or the persons constituting such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company. iv. The Chairman means the Chairman Airports Authority of India and his Successors. v. The Engineer-in-Charge means the Engineering Officer who shall supervise and be incharge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule 'F' hereunder. vi. AAI or Airports Authority of India shall mean the Chairman Airports Authority of India. vii. The terms Member (Planning) means the head of Department of Engineering, Airports Authority of India. viii. Accepting Authority shall mean the authority mentioned in Schedule 'F' ix employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, terrorism, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authorit