

Air India SATS Airport Services Private Limited
Plot No. C 05L, Kempegowda International Airport,
Devanahalli, Bangalore – 560300.

**Tender Document for Supply Installation and
Commissioning of IT Cabling & Networking Works
For AISATS COOLPORT at Kempegowda
International Airport, Devanahalli, Bangalore.**

DISCLAIMER

The information contained in this tender document (hereinafter referred to as “Tender”) or and any information pertaining to the aforesaid subject matter subsequently provided to the applicants/bidders in any form by Air India SATS Airport Services Private Limited (hereinafter referred to as “AISATS”) shall be subject to the terms and conditions to which such information is provided contained herein and any other terms and conditions as may be prescribed by AISATS.

The purpose of this tender document is to provide all bidders with the information that may be useful to them in the formulation of their proposals/ bids in response to this Tender. The statements, facts contained herein and various assumptions and assessments arrived at by AISATS do not purport to contain all/exhaustive information on the aforesaid subject matter that each applicant may require for the purposes of submitting their bids.

Each bidder should, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, and information contained in this Tender and shall obtain independent advice from appropriate sources.

The information provided in this Tender to the applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. AISATS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

AISATS also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant/bidder upon the statements contained in this Tender.

AISATS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender, from time to time till the opening of the bids (technical and commercial).

The Tender does not imply that AISATS is bound to select a bidder or to appoint the selected bidder, as the case may be, and Air India Sats Airport Services Pvt Ltd. reserves the right to reject all or any of the proposals without assigning any reason at any time.

The bidder shall bear any and all its costs associated with or relating to the preparation & submission of its proposal/ bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AISATS or any other costs incurred in connection with or relating to its proposals. All such costs and expenses shall remain with the bidder and AISATS shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by the bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the bid selection process as contained herein.

NOTICE

Tender for Supply, Installation and Commissioning of IT Cabling & Networking Works for a dedicated AISATS COOLPORT in Kempegowda International Airport, Devanahalli Bangalore

1.1 INTRODUCTION AND GENERAL DETAILS

Tender Reference No: AISATS Cargo/PHC/2015-16/001 dated: 07 Apr 2016

1. Introduction

Air India SATS Airport Services Private Limited (AISATS), a 50:50 joint venture company between Air India Ltd – National Carrier of India and SATS Ltd (a leading gateway services and food solutions provider in Asia) is a premium Ground and Cargo Handling company. AISATS is into the business of Cargo Handling and Ground Handling services which includes but not limited to off loading, de palletization, palletization, de unitization, unitization, carting, binning, stacking, tracing, forwarding, retrieval, shifting and ancillary services in respect of transshipment of Cargo/Baggage/PO Mail/Courier Mail Bags in relation to Domestic and International Cargo.

2. Purpose of the Tender

As part of its expansion plans AISATS is planning to construct a dedicated Perishable Cargo Centre with the assistance of Government of Karnataka, next to its Cargo Terminal in Bangalore. This tender includes Supplying, Installing and Commissioning of the , IT Cabling and Networking works

Once the contract is awarded under this Tender the IT Cabling and Networking Works should complete by May 2016, by which time most of the selected bidders under this PHC Project under different tenders/modules would have also started working on other awarded works and will/would complete the same as stipulated separately.

The general terms and conditions, specific terms and conditions, terms of payment, completion time and stages, penalty clauses in this tender are as per the following annexures..

- Technical Bid / Tenderer Information Annexure – 1A (II)
- Price Bid Annexure – 1B-i,b

Last date for submission of tender document is 18th Apr 2016 up to 1700 hrs. Cost of the tender documents is Rs. 5,000/ (Rupees Five Thousand only), non refundable, . The tender cost is payable in favour of M/s. Air India SATS Airport Services Private Limited, Bangalore in the form of DD or Banker's cheque.

All the tenderers are required to submit **Earnest Money Deposit for Rs. 60000/- (Rupees Sixty Thousand Only) in the form of DD in favour of AIR INDIA SATS AIRPORT SERVICES PRIVATE LIMITED.** The earnest money will be refunded to all rejected tenderers. For the successful bidder, the earnest money will be adjusted against retention funds. The earnest money shall stand forfeited if the successful tenderer withdraws his bid or commits any other default.

3. Summary of Bidding Information

3.1. Sealed tender submissions are to be submitted as per the following details:

3.1.1. Cover – 1 (Technical Bid)

To be super scribed with "Technical Bid" for the Tender Reference:

AISATS Cargo/PHC/2015-16/001 dated 07 Apr 2016 due on 18th Apr 2016 and must contain the tenderer's response – **Annexure – 1A (II)** and response to tender terms & conditions.

3.1.2. Cover – II (Price Bid)

To be super scribed with "Price Bid" for Tender Reference: AISATS Cargo/PHC/2015-16/001 dated 07 Apr 2016 due on 18th Apr 2016 and must

contain the rates along with the complete details of applicable taxes and any other charges as per **Annexure – 1B- i**

3.1.3 Cover- III (EMD & Application fees)

To be super scribed with “EMD & Application fees” for Tender Reference: AISATS Cargo/PHC/2015-16/001 dated 07 Apr 2016 due on 18th Apr 2016 and must contain the following:

- a. The EMD of the tender.
- b. The tender application fees (either in form of DD or bankers cheque)

3.2. Tender Submission

The three sealed envelopes (i.e. one technical bid ,one price bid and one EMD & application fees) should be further put in a master envelope super scribed with “SUBMISSION FOR TENDER REFERENCE: AISATS Cargo/PHC/2015-16/005 and should be submitted at the following address by **1700 hrs on 18th Apr 2016.**

**Kind Attention: Senior Vice President – BLR & IXE
AIR INDIA SATS AIRPORT SERVICES PVT. LTD.
Plot No. C 05L, Kempegowda International Airport,
Devanahalli, Bangalore – 560300.
TEL: 080 66783405**

Note: The person coming to submit the tender documents should carry a photocopy of the valid government issued photo ID card and show the same to our staff before submitting the documents.

Tender for Supply, Installation and Commissioning of IT Cabling and Networking Works for a dedicated AISATS COOLPORT in Kempegowda International Airport, Devanahalli Bangalore

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Tender for Supply, Installation and Commissioning of IT Cabling and Networking Works for a dedicated AISATS Coolport in Kempegowda International Airport, Devanahalli Bangalore

TERMS AND CONDITIONS GOVERNING THE TENDER

Tender ref: **AISATS Cargo/PHC/2015 16/001**
dated **07 Apr 2016**

Annexure A

Air India SATS Airport Services Private Limited (hereinafter referred to as AISATS) is planning to construct a dedicated Perishable Cargo Centre with the assistance of Government of Karnataka just next to its Cargo Terminal in Bangalore for which landfilling work on 2.62 acres has been completed and second phase structural erection work is happening and the same requires IT Cabling and Networking works which should start simultaneously so that the project can be completed on time.

1. Definitions as used in the Tender

- 1.1** The term “**AISATS**” shall mean Air India SATS Airport Services Private Limited.
- 1.2** The term “**Bidder/Tenderer/Contractor** ” shall mean the one who has signed the Tender Form and submitted the Tender in response to this Tender.
- 1.3** The term “**Contract**” shall mean the agreement entered into AISATS and the Successful Bidder, confirming its acceptance of the Tender, on the terms and conditions mentioned therein.
- 1.4** The term “**Days**” used herein shall mean the working days of AISATS.
- 1.5** The term “**Services**” shall mean the services referred to under Annexure 1A.
- 1.6** The term “**Successful Bidder**” shall mean the Bidder who has been awarded the Contract to carry out the Services contemplated in this Tender.
- 1.7** The term “**Technical Bid**” shall mean a Bid as defined under Clause 3 above

of this tender.

- 1.8 The term “**Price Bid**” shall mean a Bid as defined under Clause 3 above of this Tender.

2. **Scope of Tender and Obligations**

- 2.1 Tenders received late, delivered at different address other than as specified in the tender or lost in transit will not be accepted irrespective of whether the delay has arisen on account of the delivery system, i.e. postal, courier etc.
- 2.2 Tenders received through fax and / or email will not be considered.
- 2.3 Tenders that are incomplete shall be rejected.
- 2.4 On the date of opening of the tender, the “PRICE BIDS” would be kept in AISATS custody in sealed / condition as received from tenderer.
- 2.5 The Price bid should contain the rates both in numbers and words and if there is any difference in the rates, the rate mentioned in words will be considered.
- 2.6 The Price bids of only those tenderers, who qualify in the Technical Bid evaluation, would be opened at a later date.
- 2.7 The tenderer must sign all the pages of the Technical bid and the price bids.
Please note, the Technical Bid should not contain any indication of the price.
- 2.8 In case any indication of price is included in the Technical bid, the quotation will be rejected without any reference to the tenderer. No correspondence will be entertained in this regard.
- 2.9 The Price quoted should remain valid for acceptance for a minimum period of 180 days from the date of opening of the tender.
- 2.10 The bids should be neatly typed. Corrections / over writing, if any, should be duly authenticated with full signatures (initials will not be accepted) of the person who is signing the tender & company seal, failing which the tender is liable to be rejected.
- 2.11 AISATS, reserves the right to accept / reject any / all tender without assigning any reasons.

- 2.12 AISATS, reserves the right to award the contract(s) in parts or in whole to one or up to two (2) successful tenderers, based on its internal evaluation of the bids.
- 2.13 The successful tenderer(s) will have to enter /sign a contract / agreement with AISATS.
- 2.14 In particular but without limiting the generality of Clause "m" the successful tenderer shall at its own cost and expense;
Perform the services:
- i) In accordance with the Specifications and drawings;
 - ii) In accordance with the Schedule;
 - iii) In accordance with the best industry practice; diligently, efficiently, in a timely manner with reasonable care and skill to be expected of a reputable supplier experienced in the type of work to be carried out under the Agreement.
- 2.15 This document, or any part thereof, does not constitute and shall not be construed as a contract between AISATS and any tenderer and no communication, whether verbal or written by AISATS management, personnel or agents of the organization during the course of the evaluation process shall create such a contract in respect of the products or services specified in this Tender.
- 2.16 The tenderer must examine this document and be satisfied that it fully understands its obligations. AISATS shall rely upon the information provided by the tenderer and select the tenderer on the basis of this information.
- 2.17 The tenderer acknowledges that in making its selection and when considering the formation of a agreement with the tenderer, AISATS will act in reliance on the representations made by the tenderer in the proposal prepared in response to this Tender.
- 2.18 The tenderer is responsible for all costs and expenses associated with responding to this Tender and AISATS cannot be held liable for any costs incurred by the tenderer regardless of the outcome.

- 2.19 In the event of default, AISATS, reserves the right to cancel the order and can claim damages from successful tenderer and also reserve the right to award the contract to another party at the cost and risk of the successful tenderer.
- 2.20 Evaluation of the Technical bids shall be carried out by committee constituted for this purpose. The technical bids qualified by the committee would be taken further for opening financial bids. The overall evaluation will be based on weight age of 60% for Technical bid & 40 % on financial bid. .

3. Security Deposit

- a. In order to ensure that the successful tenderer fulfils the above obligations under the terms of the contract, tenderer **shall provide AISATS with a Bank Guarantee equivalent to 10% of the estimated contract amount** from a nationalized Bank, in the prescribed format. The above Bank Guarantee shall be valid for over six months (06) after the expiry of the period of the contract. AISATS will be free to invoke this Bank Guarantee in the event of any failure on the part of the tenderer to meet his obligations under the contract or in the event of any demand by the concerned Statutory Authorities for the dues from the tenderer.
- b. After acceptance of the contract, if any/all the terms and conditions of the contract is/are violated, and then AISATS reserves the right to terminate the contract. In such case, the security deposit amount will stand forfeited to AISATS without assigning any reason.

4. Payments for the Executed Work

In general 10% advance payment will be released for the successful tenderer to mobilize men and material against submission of bank guarantee. The bank guarantee amount will be adjusted/returned on virtual completion and submission of final completion certificate.

- a. The Contractor shall submit Bills in the specified format in the ANNEXURE 1B (iii) as per the agreed terms of payment. The bill should be duly supported by detailed measurements and sketches as required, if the bills are not submitted

along with the supporting documents, then the date of submission of all relevant supporting documents would be considered as date of submission of bill. The final bill shall be submitted by the contractor within one month of the date of the certificate of completion of the work or of the date of the certificate of completion furnished by the Engineer in charge and payment shall be made within a period of three months. The contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished. The contractor shall make no further claim after submission of the final bill and these shall be deemed to have been waived and extinguished.

- b. A sum equal to five percent (5%) of the value of work done shall be deducted and held as retention money by the Engineer in charge subject to the maximum amount as stipulated elsewhere. The retention money shall be released on completion of defects liability period as mentioned above provided all the defective works noticed are fully complied with. Such amounts withheld, as retention money by the Engineer in charge shall not carry any interest over the principal amount whatsoever.
- c. The selected bidder shall submit all bills in the format approved (Hard and soft copies) by the Engineer in-charge duly supported by detailed measurements and the charges in the bills shall always be entered at the rates specified in the contract or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

4.1 Withholding of Payments

- a. The Engineer in-charge may withhold payment or, on account of subsequently discovered evidence, nullify the whole or a part of any payment certificate to such extent as may be necessary to protect the AISATS from loss on account of the following:

- i) Defective work pointed out by the Architect and Engineer in-charge/ Consultants and not remedied by the Contractor.
- ii) Failure of the Contractor to make payments properly and regularly to his own workers, to his Sub Contractors, to his suppliers, or to nominated Sub Contractors.
- iii) Damage by the Contractor to the work of other Contractors or Sub Contractors.
- iv) A reasonable doubt that the Contract cannot be completed for the balance unpaid amount.
- v) A reasonable doubt that the Contractor intends to leave work items incomplete.
- vi) Failure of the Contractor to execute the Works in conformity with the Contract Documents.
- vii) Failure of the Contractor to meet or keep up with the approved Construction Programme and the milestone events.
- viii) Failure of the Contractor to comply with and fulfill all contractual obligations and liabilities stipulated in the Contract Documents.
- ix) Poor Housekeeping.
- x) Not adhering to Safety norms.

4.2 No Compensation for Delays

The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or in executing or in completing the Works, whatever might be the cause of the delay. Such delays shall include but not be limited to delays for which extension of time may be granted or delays arising out of modification to the work entrusted to the Contractor or in any Sub Contracts connected therewith or delays in awarding Contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled materials or in obtaining power connections for testing of IT Cabling and Networking works if any or any licences which requires permission before installation or for any other reason whatsoever, No claim in

respect of compensation or otherwise, as the result of extension granted under above clause shall be admitted.

5. Virtual Completion will be said to have been achieved upon a Virtual Completion Certificate being issued by the Architect when the works, according to the AISATS, Architect & Engineer in charge/ Consultants, have been completed in every respect in conformity with the Contract Documents, and used for their intended purpose, complete with all systems and services having been tested and commissioned.
6. Final Completion will be said to have been achieved when at the end of the Defects Liability period a Final Completion Certificate has been issued by the Engineer in charge/ consultants when all the requirements of the contract have been met and complied with and when all the defective items of work and defects have been replaced and / or rectified and made good as directed by and to the satisfaction of the AISATS, Architect, Engineer in charge/Consultants.

7. Defects Liability

7.1 Maintenance by Contractor during Defects Liability Period: All defective items of work and defects noticed and brought to the attention of the Contractor during the Defects Liability period shall be promptly and expeditiously attended to and replaced and / or rectified and made good by the Contractor at his own cost, to the complete satisfaction of the Engineer in charge. In this connection the Contractor shall, during the Defects Liability Period, maintain at all times at site a crew of supervisory staff and adequate number of workmen of appropriate trades.

7.2 The Contractor shall replace and / or rectify and make good, at his own cost, and to the satisfaction of the Engineer in charge/ consultants, all defective items of work and defects arising, in the opinion of the Engineer in charge, from materials, equipment, and / or workmanship not performing or being in accordance with the Drawings or Specifications or Schedule of Quantities or the instructions of the Engineer in charge/consultants or other contract Documents or the best Engineering practices, and which may appear or come to notice within one year

after Virtual Completion of the Works, that is within the Defects Liability period of one year from the date of issue of the Virtual Completion Certificate. The Contractor shall be also liable for all costs associated with damages and /or losses which are a consequence of such defective items of work and defects, and such costs shall be recouped by Engineer in charge/ consultants from the Contractor and shall be recovered from the Retention held and / or from the Contractor's final bill (if the final bill has not been certified and paid for at the time).

7.3 In respect of those parts of the Works for which extended guarantee periods are stipulated elsewhere in the Contract Documents, the Defects Liability period for such parts of the Works shall be up till the end of the respective guarantee period that is stipulated for each such part.

8. Tenderers representations, Covenants & Indemnities

The tenderer has examined the scope of the Specifications, drawings and all other documents and has personally visited the site, and has full information and requirement of AISATS, and has satisfied itself as to the adequacy thereof for the performance of this Tender. It is the duty of the tenderer to draw to the attention of AISATS for any errors, discrepancies or inaccuracies in the Tender Specifications.

9. Indemnity

The tenderer agrees to fully and effectively indemnify and hold harmless AISATS and its parent companies from and against all actions, proceedings, claims, damages, liabilities, losses, costs and expenses (including without limitation, legal costs and expenses) whatsoever arising out of or in connection with the provision of services in this tender.

10. Insurance & Other Obligations

The tenderer should have covered his workmen deployed for the work at AISATS site with Insurance for both men and material equipments and third party insurance (to cover the passengers travelling in the vehicle) is the sole

responsibility of the successful tenderer until the contract expires. The successful tenderer is required to furnish a copy of the insurance policies (including renewals) to AISATS.

11. Validity

- a. The validity of the agreement would be 12 months from the date of appointment of the successful tenderer. Further, no price increase will be accepted during the term of the contract.
- b. AISATS has the right to terminate the contract by giving a notice for a period of 10 days.
- c. AISATS also has the right to terminate this agreement immediately (without giving any prior notice) if the tenderer is found guilty of breach of the agreement or other unethical practices, including violation of any laws.
- d. The bidders whose relatives are employees/ex-employees of AISATS are not eligible to participate in this tender. And during evaluation if AISATS comes to know about any sort of coalition for this tender, bidders stands for the chance of outright disqualification.
- e. All the bidders should compulsorily sign and submit the undertaking contained in this tender failing which the bids will be out right rejected.

12. Clarifications

- a. For any clarifications please contact Mr. Prem Kumar Jain on email: (premkumar.jain@aisats.in).
- b. During the period following release of this tender all tenderers will be permitted to submit questions in writing. No clarification shall be entertained from 12th April 2016 till the last day of submission.
- c. While all questions will be given full consideration, AISATS reserves the right to limit the format, content and timing of its responses in any way believed by it to be appropriate (which includes the right to refuse a response without giving any reason for so doing).

13. Confidentiality

The contents of this tender, together with all responses and clarifications provided to the tenderer by AISATS, and AISATS's process of tenderer selection, as well as the timing and content of any meetings, discussions and

negotiations between AISATS and the tenderer, constitute 'Confidential Information and shall not be shared with any third party.

Moreover the selected bidder should not carry out any media publications and other propaganda about this tender without prior written consent of Air India SATS failing which suitable action will be initiated and may even go to the extent of termination of contract.

14. Arbitration / Dispute Resolution

- a. In the event of any dispute arising out of or in connection to this Tender or the breach thereof including any question regarding its existence, validity or termination, the Parties shall first use their best endeavors to settle such disputes or differences through amicable discussions. To this effect, they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach an amicable and equitable solution satisfactory to both Parties
- b. However, if the dispute is not resolved within a period of thirty (30) days after the commencement of the written negotiation then either Party may seek reference of the dispute to an arbitration panel constituted under Arbitration and Conciliation Act, 1996, or any statutory modification thereof, comprising of two arbitrators one to be appointed by each party. Each Party agrees not to object to the choice of arbitrator of the other. The two arbitrators shall forthwith appoint a third Arbitrator. The arbitration proceedings shall be conducted under the Arbitration and Conciliation Act, 1996 and any amendments thereto. The arbitration proceedings shall be conducted in English language. The decision of the arbitrator so appointed shall be final and binding on the Parties. Each Party shall bear its own expenses and the Parties shall equally share the expenses of conducting the Arbitration proceedings. The Arbitration proceedings shall be held in Bangalore.
- c. The Parties expressly agree that while any dispute under this Agreement is subject of reference to arbitration proceedings, the Parties shall continue to perform all their respective obligations under this tender without prejudice to the final determination of such reference by the arbitrator.

15. Jurisdiction

This Tender shall be governed by, and interpreted in accordance with, the Laws of India and subject to jurisdiction of Courts at Bangalore (Karnataka).

ANNEXURES

No part of this document shall be copied, reproduced, extracted or used for any other reason except for the purposes of this tender

Annexure – 1A Comprises of:

- i) General Terms & Conditions
- ii) Tenderer Information
- iii) General Conditions of Contract
- iv) Special Conditions of Contract

Annexure – 1B Comprises of:

- i) BOQ
- ii) Bill format
- iii) Details of the project to be submitted by the tenderer
- iv) Details of existing projects
- v) Bank Guarantee Format
- vi) Details of deviation Format
- vii) List of Drawings (will be provided during installation)
- viii) Checklist

Annexure 1A (i) – General Terms & Conditions / Tenderer Information

1. Eligibility Criteria for shortlisting

AISATS is inviting bidders through this Tender for IT Cabling and Networking Works since the project is time specific the short listed bidder or bidders should execute this project simultaneously in consultation with other bidders if any..

The terms and conditions and other information's called for this tender have been prepared keeping in mind all the different modules and most of the conditions, general conditions of the contract and special conditions of the contract or common for all the modules and are in sync with all the modules, except otherwise stated else wherein the tender documents.

Bidders are advised to read each and every condition before submitting final response.

- 1.1** The Tenderer/Contractor should have a minimum 3 years relevant experience in comparable size projects.
- 1.2** The Tenderer should have satisfactorily completed, as a prime contractor, at least one similar nature of work Completion Certificate of the project should be submitted as evidence **CLEARLY marked as prime contractor**.
- 1.3** The Tenderer should have executed relevant work in any one financial year during the last 3 years(Turnover of the Tenderer should be atleast 2 times of the project cost). This conditions shall also applicable to Tenderer who has made as Consortium and executed jobs earlier.
- 1.4** Completion Certificate of the project should be submitted as evidence.
- 1.5** The Tenderer should engage a registered Class I/II contractor for civil & electrical work if any.
- 1.6** In addition to the above the Tenderer should furnish the details of projects executed/orders pending for execution as mentioned in Annexure – 1B IV & V.

- 2. Terms and conditions of the contract –** The tenderer should provide
- 2.1** Details of Plant and Equipment, Tools, Tackle such as scaffolding etc., proposed to be deployed for the execution of work.
 - 2.2.** Manpower Organization Chart along with qualifications and experiences of key persons to be employed for the execution of work.
 - 2.3** CPM / PERT CHART for the Completion of the work showing all activities and incorporating completion schedule for different milestones called for.
 - 2.4** Deviations, if any, from stipulated Tender conditions, as a separate **Annexure B (vii)**.
 - 2.5** Water & Electricity required by the tenderers will be provided by AISATS to the tenderer both for the work and use of tenderer's men. However the tenderer shall at his expense provide and erect all necessary equipments pumps required for water and sanitary conveniences including septic tank and soak pits at the site for the staff and all workmen of his own, his sub contractors, nominated sub contractors, and Engineer in charge. The tenderer shall maintain such convenience in a clean orderly condition and shall clean and deodorize the ground after their removal, and meet all statutory requirements.
 - 2.6** Waste management (including solid and sewage) during the term of contract will be the responsibility of the Contractor.
 - 2.7** As airport is a sensitive area to work the tenderer should brief his staff on the same to not breach any of the security procedures. The tenderer should see that the work force stick to the area allotted to them and should not wander in any other place except for the area allotted to them. AISATS has taken necessary clearance required to carry out the construction of super structure. But it is the responsibility of the tenderer to submit the details of his entire workforce to AISATS before commencement of the work. Since the airside tarmac compound is near the site of construction tenderer should ensure that his workforce will not peep or climb the compound wall leading to breach of security measures. The tenderer shall at all times be fully responsible for the security of all materials and equipment on site, whether his own or those of any sub contractor including nominated sub contractor. AISATS shall not be

responsible for any loss due to theft, fire accident or any other reasons, whatsoever.

- 2.8** The tenderer shall at his cost provide scaffolding, staging, guard rails, barricades and safety barriers around, all excavations, openings and at all edges temporary stairs and other temporary measures required during construction. Barricading of site area with GI sheets provided with approved color of paint. The supports for the scaffolding, staging guard rails, barricades and safety barriers and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangement together with the staging, guard rails, barricades and safety barriers and temporary stairs shall be to the approval of the Engineer in charge which approval shall not relieve the contractor of any of his responsibilities, obligations and liabilities for safety and for timely completion of the works.
- 2.9** In respect of all labor, directly or indirectly employed on the works for the performance and execution of the tenderer's work under the contract, the tenderer shall at his own expense arrange for all the safety provisions as listed in (i) safety code forming part of the contract documents (ii) Indian Standards (iii) The electricity Act (iv) The mines Act, and (v) Regulations, Rules and orders made there under and such other acts as applicable. Precautions as stated in the safety clause are the minimum necessary and shall not preclude the tenderer taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the tenderer of his liability in case of loss or damage to property or injury to any person including the tenderer's labor, the AISATS, Architect's and Engineer in charge's representatives or any member of the public or resulting in the death of any of these.
- 2.11** Protective gear such as safety helmets, boots, belts and nets, etc. shall be provided by the tenderer at his own cost to all his manpower at site. The tenderer shall impose such requirements on all sub contractors also. It shall be

the responsibility of the tenderer to ensure that such protective gear is worn at all times by all personnel working at site. The Engineer in charge shall have the right to stop or impose fine to any person not wearing such protective gear from working on the site.

- 2.12** Adequate first aid room with necessary medical facilities to be provided.
- 2.13** A covered smoking zone to be provided at least at four different locations and the areas to be marked as non smoking areas.
- 2.14** In case the tenderer fails to make arrangements and provide necessary facilities as aforesaid, the AISATS shall be entitled to do so and recover the costs thereof from the tenderer. The decision of the Engineer in charge in this regard shall be final and binding on the tenderer.
- 2.15** The site office accommodation for the tenderer shall be as per his own requirements and at his own cost, but shall be subject to the approval of the Engineer in charge regarding the location and size.

3. Penalties

- 3.1** Time is the essence of the tender/contract. The target period for completion of work, in accordance with the schedules highlighted here below (1.5 months for IT Cabling and Networking Works) In case of any delay in the set targets for each target period, (mutually agreed and duly communicated to the Contractor), commencing from the first day of the work, the Contractor shall be liable to pay Penalty, at the following rates:

3.2	Shortfall in the Quantity target Completion	Rate of penalty
	i) Up to 10 %	Nil
	ii) Above 10 % but up to 25 %	5.00 %
	iii) Above 25 % but up to 40 %	7.50 %
	iv) Above 40 %	10.00 %

3.3 Basis of Penalty Penalty will be worked out by the engineer in-charge / consultant under each slab on the value of Quantity completed in targeted time schedule, as applicable for that specific period. The said amount will be payable caused by for all delays from the contractors end.

3.4 Completion Schedule

Activity	Target completion time
IT Cabling and Networking Works	1.5 months from award of contract

Notes:

- a. As time is the essence of the contract, Tenderer need to finish the entire work of IT Cabling and Networking Works within 1.5 months.
- b. It may specifically be mentioned whether the quotation is strictly as per tender specifications/conditions. If not, deviations must be spelt out specifically. **In the absence of this, the quotation would be deemed to be compliant.**

Annexure – 1A (ii) General Information of the Tenderer:

- 1) Name of the applicant and full address :

- 2) Whether the Firm is a private or Public Undertakings or Hindu undivided Family, Individual or a registered Partnership Firm. (Attested copies of Deeds or Articles of Association / Partnership Deed to be enclosed) :

- 3) Telex & Telephone No. (Office & Residence) :

- 4) Name of the person holding the Power of Attorney and his /her liabilities (attested copy of the Power of Attorney to be enclosed) :

- 5) a) Name of Partner, their present nationality with their liabilities (Attested copy of the Partnership Deed to be enclosed) :
b) Name & address of the Directors of the Firm. :

- 6) Name of the Bankers and their full Address / addresses

- 7) Present place of business :

- 8) Present type of business and the value Of similar jobs carried out by them in

The last three years (Please give on a separate sheet details of the work, the value of the work. Details to be supported with copies of work orders etc.) :

9) License of registration with the Regional Labour Commissioner. :

N.B.

a) The tenderer should obtain a valid license within 15 days of the award of the work.

b) In case of failure of the contractor to maintain a valid license during the period of operation of this contract he will render himself liable for immediate termination of the contract without any compensation, apart from being called upon to bear the burden of penalties, if any, that may be imposed by the concerned labor authorities.

10) Whether the tenderer has registered himself: in any other Public Undertakings for similar work? If so, photocopy of such registration may be furnished.

11) Whether the tenderer has quoted for or been awarded any contract of similar nature with any other Company / Undertaking etc. during a part or whole of the period covered by this contract? If so, please furnish details. :

12) Whether the tenderer or any of his Partner Is a dismissed/ retired Government servant / employee of AISATS or any other Public Sector Undertakings? If yes, please give details. :

- 13) Has the tenderer or any of his Partners or :
shareholders been blacklisted or removed from
the approved list of contractors, or demoted to
lower class or orders passed banning /
suspending business etc. by any Govt. /
Department / Private Cos. etc. in the past?
If yes, please give details.
- 14) Whether Income Tax Clearance certificate :
attached. Yes/No.
- 15) Whether Balance Sheet of last three years :
Attached Yes/No.
- 16) Whether Partnership deed in case of more :
than one owner is attached Yes/No/Not applicable

UNDERTAKING

UNDERTAKING: The tenderer will give the following undertaking

We.....hereby certify that all the information furnished by us is true to our knowledge. We have no obligation to AISATS verifying any or all the information furnished in this document with the concerned authorities, if necessary.

In the event of any information or statement being found to be incorrect in any way, the same is construed to be misrepresentation, enabling AISATS to avoid any resultant contract.

We hereby further undertake, as and when called by AISATS for the inspection, to produce original(s) of the documents of which copies have been attached hereto.

None of the services to be provided by us under this contract shall be owned or registered in the name of any AISATS employee or his/her family members.

It is certified that we/our company have not been debarred or blacklisted from participation in Government tenders at the time of submission of tender document against this tender.

Declaration: The information furnished above is true, complete and correct
And I am authorized to sign the same.

Name: _____

Signature: _____

Co stamp:

Annexure 1A (iii) GENERAL CONDITIONS OF CONTRACT (G C C)

1. Definitions

In the contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires.

1.1. Contract

The contract shall mean the Agreement between the AISATS and the Contractor for the proper execution and successful completion of the works in accordance with the contract documents.

1.2. Contract Documents

The Contract Document shall mean collectively Notice Inviting Tenders, Tender Form, The Contract Agreement, General Conditions of Contract, Special Conditions of Contract, Safety, and Annexure, Specifications, Drawings, further documents as may be expressly incorporated in the letter of acceptance or contract agreement and the priced Schedule of quantities as accepted by the AISATS through letter of acceptance and all modifications thereof and additions thereto incorporated in and made to the documents during the currency of the contract.

1.3 Contractor

The contractor shall mean the person or persons, firm, company whose tender has been accepted by the AISATS and includes the Contractor's legal representatives, successors and permitted assignee including his sub contractors and sub contractor's legal representatives. [Wherever in the Contract Documents reference is made to the term "Contractor" and the context therein applies to the stage prior to Tender acceptance, this term shall mean the Tenderer.

1.4 Nominated Sub Contractors

Nominated Sub Contractors refer to those specialist agencies, merchants, tradesmen, and others, nominated by the AISATS for executing special works or supplying special equipment or goods or materials or services, for which

Prime Cost and Provisional Sums are included in the Contract Documents. The Contractor shall be required under the Contract to sublet the execution of such special works or the supply of such special equipment or goods or materials or services to the nominated sub contractors. Such nominated sub contractors shall be deemed to have been employed by the contractor and the Contractor shall sign a Sub Contract Agreement with them. The Contractor shall be responsible for co ordination of all work of such nominated sub Contractors, which work shall be approved and satisfaction of the Engineer in charge.

1.5 AISATS / Architect / Consultant

The AISATS / Architect / Consultant shall be those mentioned as such in Special Conditions of Contract and shall include all their consultants, representatives, permitted assignees and successors. They are treated throughout the Contract Documents as if they were singular number and masculine gender. The role, status and functional responsibilities are enumerated in clause 3 of these general conditions as well as in other clauses.

1.6 “THE WORKS” shall mean the works in respect of which the Tender by the Contractor has been accepted and which are set out in the Contract Documents and shall be inclusive of all additions, substitutions and variations ordered by the Engineer in charge with prior written approval of Architect.

1.6.1 “Works” means the Permanent Works and the Temporary Works or either of them as appropriate.

1.6.2 “Permanent Works” means the permanent works to be executed (including plant) in accordance with the Contract.

1.6.3 “Temporary Works” means all temporary works of every kind [other than Contractor’s Equipment] required in or about the execution and completion of the works and remedying of any defects thereon.

1.6.4 “Plant” means machinery, apparatus and the like intended to form or forming part of the permanent works.

- 1.6.5 “Contractor’s Equipment”** means all appliances and things of whatsoever nature [other than Temporary works] required for proper and successful execution and completion of the works and the remedying of any defects therein, but does not include plant, materials or other things intended to form or forming part of the permanent works.
- 1.7 “THE SITE”** shall mean the land and / or other places including any building and structures thereon, into or through which work is to be executed under the **NORMAL WORKING HOURS** shall be between 8 A.M. and 6 P.M. on all working days.
- 1.8 APPROVED EQUAL** shall mean an alternative product / service approved by the Engineer in charge with prior approval of Architect as being equivalent to that specified in the Contract Documents.
- 1.9 APPROVED / APPROVAL** shall mean approved / approval in writing.
- 1.10 DEFECT (S) LIABILITY PERIOD** shall be the period between the Virtual Completion and the Final Completion of the works, and during which period the Contractor shall be bound to replace and / or rectify and make good all defective materials, equipment and / or workmanship which arise in the works or come notice to subsequent to the Virtual Completion of works and prior to the Final Completion of Works is 12 months after completion.
- 1.11 “DRAWINGS”** means all drawings and technical information of a like nature provided by the Architect/Engineer in charge to the Contractor under the contract and all drawings, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor.

2. Scope, Extent, Intent, etc :

2.1 Scope

The Scope of work under this contract is to erect a IT Cabling and Networking works for Perishable Cargo Handling Center for which the general character and the scope of the works shall be as illustrated and

defined in the Drawings, Specifications, Schedule of Quantities, and other Contract Documents. The defined scope of work shall be as set out under General and Special Conditions of Contract along with the Technical specifications set out.

2.2 Extent

The Contractor shall carry out and complete the works under the Contract in every respect, and his work shall include the supply of all labor, equipment, materials plant and machinery, tools, transportation, formwork, scaffolding and everything else necessary for the proper execution and successful completion of the works in accordance with the Contract Documents and to the directions and satisfaction of the Engineer in charge, idling charges whatsoever will not be payable to the contractor. The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of his carrying out or omitting to carry out any work. Where sub contractors may execute any parts of the Works, such responsibility and liability of the contractor shall cover and extend to the work of all such Sub Contractors.

2.3 Intent

The Contract Documents are complimentary and what is called for by any one shall be binding as if called for by all. Wherever it is mentioned in the Documents that the contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards as are applicable.

2.4 Priority of Contract Documents

Forming the contract shall Contract Agreement, Letter of Award of work, Construction Drawings, Priced Schedule of Quantities, The technical specifications, Invitation to Tender, Special Conditions of Contract, General Conditions of Contract, Any other document specified in the Contract.

2.5 Instructions of engineer in charge may from time to time issue, with the prior approval of the Architect, further supplementary Drawings, Written instructions, details, directions, and explanations which shall be collectively referred to as the instructions of Engineer in charge. The Contractor shall forthwith comply with and duly execute the work comprised in such instructions of Engineer in charge, provided always that verbal instructions, directions and explanations given to the Contractor or his works representative by the Engineer in charge shall, if involving a variation, be confirmed in writing by the contractor immediately thereafter.

2.6 Approval of architect and / engineer in charge shall always mean approval in writing. The onus shall be on the Contractor to obtain all the necessary approvals in writing. Such approvals, however, shall not relieve the Contractor of any of his responsibilities under the contract.

2.7 Variations

The AISATS in consultation with the Architect, reserves the right to increase or decrease the scope of work on any or all items or to change the nature of work involved in any or all items or to completely delete any items of the works under the contract, subject to the limitation laid down in Sub clause 6.2. The Contractor shall not be entitled to claim for loss of anticipated profits for mobilization of additional resources, or for any such reason on account of these variations.

AISATS in consultation with the Architect, reserves the right to get any deleted items of work executed by other Agencies in the larger interest of the project.

2.8 Items of work for completion

The Contractor is bound to carry out any items of work necessary for the completion of the project even though such items of work may not be included in the Schedule of Quantities. Instructions in respect of any such additional items of work and their quantities shall be issued in writing by the Engineer in charge, in consultation and with the approval of the Architect, and the rates for any such additional items of work shall be determined in accordance with relevant clause.

2.9 Engineer in Charge

The AISATS/Architect will be represented for the purpose of the execution of the Contract by the Engineer in charge. The Engineer in charge shall be responsible for the day to day supervision, quality control checks, progress monitoring, co ordination and direction of the works, and generally to ensure that all work is carried out in strict conformity with the Contract Documents. The Engineer in charge shall have the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the work. The Contractor shall provide all the necessary facilities to the Engineer in charge in the performance of his duties. The Contractor shall refer all matters relating to the performance of the contract to the Engineer in charge.

2.10 Decisions

The Engineer in charge shall make decisions on all matters relating to the execution and progress of the Works. The Engineer in charge shall also make decisions, within a reasonable time, on the claims and queries of the Contractor. The decision, opinion, direction and interpretation of the Engineer in charge, with respect to any or all of the following matters shall be final and binding on the Contractor, except matters involving financial implications and matters mentioned under item (b), (c), (j), (k) which will be decided in consultation and with prior written approval of AISATS and Architect.

- a) The quality and quantity of each item of the works.
- b) Variation items.
- c) Any discrepancy in the Drawings or between the Drawings and specifications.
- d) The removal and / or re execution of any work executed by the Contractor.
- e) The dismissal from the site of any person employed upon the works.
- f) The opening up for inspection of any work covered up.
- g) All materials and Workmanship.

- h) Everything that must be provided or done by the Contractor in order to properly execute and successfully complete the Works under the Contract.
- i) Assignment and sub letting.
- j) Delay and extension of time.
- k) The replacing and / or rectifying and making good all defective items of work and defects during the Defects Liability Period.
- l) Removal of any material/equipment/plant and machinery brought by contractor to site of work for execution of the works.

2.11 Dismissal of Contractor's Staff

The Contractor shall, on the instruction of the Engineer in charge, immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Engineer in charge, be incompetent or who engages in unlawful or disorderly conduct, and such persons shall not be re employed on the works without the permission of the Engineer in charge.

2.12 Access for AISATS, Architect & Engineer in charge to the works

The AISATS, Architect, Engineer in charge and their Consultants and representatives shall at all times have access to the works and the site and to the workshops or other places of the Contractor where work is being prepared for the Contract, and when work is to be so prepared in workshops or other places of Sub Contractors and suppliers, the Contractor shall by a term in sub contract so far as possible, secure a similar right of access to those workshops or places for the AISATS, Architect, Engineer in charge and their Consultants and representatives and shall do everything for the purposes of carrying out inspections to ascertain and ensure that work is being carried out in conformity with the Contract Documents or for any other purpose in connection with the works under the Contract.

2.13 Co-operation with other Contractors

The Contractor shall co-operate with other Contractors and Consulting Engineer-in-Charge and freely exchange with them such technical information as necessary for the proper execution of the Works. The Contractor shall, in accordance with the directions of the “AISATS”, afford all reasonable opportunities to other Contractors and their workmen and to the workmen of AISATS who may be employed in the execution of the works not included in the Contract, for carrying out their work. All operations necessary for the execution of Works shall be carried out so as not to interfere unnecessarily or improperly with the execution of works by other Contractors. Execution of Works under this Contract shall be co-ordinate with the work of other contractors where it would interfere with their work or working. The “AISATS” and the concerned contractor shall be informed well in time for effective co-ordination and proper execution of Works.

2.14 Coordination of Work

At the commencement of work, and from time to time, the Contractor shall confer with other contractors, sub-contractors, persons engaged on separate contracts in connection with the work, and with the “AISATS” for the purpose of coordination and execution of the various phases of work. The Contractor shall ascertain from the other contractors, subcontractors and persons engaged in separate contracts in connection with the works, the extent of all chiseling, cutting and forming of all opening, holes, grooves, etc. Or any other service as may be required to accommodate the various Services.

2.15 The Contractor shall ascertain the routes of all services and the position of all floor and wall outlets, traps, etc. in connection with the installation of IT Cabling and Networking Works. The breaking and cutting of the completed work must not be done unless specifically authorized in writing by the “Employer”. Generally, all breaking shall be by the Contractor for civil work and no work shall be done over broken or patched work without first

ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work.

4. Site

4.1 Site conditions

Before tendering for the works the contractor shall visit the site and satisfy himself about the site conditions for construction and for logistics and smooth flow of men and materials as well as permissions from Authorities for this purpose. He shall examine the site and take note of existing roads and means of access and communication, , the correct dimensions of the work, facilities for obtaining any special articles called for in the Contract Documents, and also the Contractor shall make his own assessment and obtain all information on the site constraints and on all matters that will affect the execution, continuation and progress, and completion of the works.

The Engineer in charge will make available to the Contractor such data on sub surface conditions as have been obtained from investigations undertaken relevant to the works but the contractor shall be responsible for his own interpretations thereof.

Any extra claims made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage. Should the Contractor after visiting the site find any discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents or be in doubt as to their meaning, he shall bring this to the attention of and seek written clarifications from AISATS / Architect before submitting his tender.

4.2 Possession of Site after award of contract

The possession of the site will be given immediately on award of the contract to the Contractor and the site shall be shared with other Contractors and Sub Contractors as applicable. The Contractor shall upon being given such possession commence the Works and diligently proceed with the execution of the works in accordance with the Contract Documents.

4.3 Treasures, Antiquities found are property of AISATS

All fossils, antiquities and other objects of interest or value which may be found on the sites at the commencement or during the progress of the works shall be the property of the AISATS.

4.4 Waste management during contract term

Waste management during the term of contract will be the responsibility of the Contractor.

5. Entry to site

The entry of the contractor to the site shall be merely as a licensee for carrying out the construction of the works under the contract, and the Contractor shall not by his being allowed such entry on the premises, acquire any right, lien or interest either in the works carried out by him under the Contract Agreement or anything appurtenant or attached thereto or to any part of the site / premises, and his claim will only be in the nature of money claim found due and payable to him in accordance with the certificates issued by the Engineer in charge under the provisions contained herein. This clause shall also apply to all Sub Contractors whether employed by the Contractor or nominated by the AISATS.

6. Type of contract

6.1 Item Rate Contract

The Contract shall be an "Item Rate Contract". The contract rates shall include for the supply of all labour, equipment, materials, plant and machinery, tools, transportation, formwork, Scaffolding, Environment, Health, Safety and everything else required, shall include for the payment of all applicable taxes, duties, octroi, levies, royalties, fees insurance premiums, contributions towards employee benefits and funds and anything else stipulated and required, shall include for the Contractor's establishment, infrastructure, overheads and all other charges, including taxes levied on day values of his sub contractors work done and shall generally be inclusive of every cost and expense necessary for the proper execution and successful completion of the works under the contract, in conformity with the contract documents and the best Engineering

and Construction practices and to the satisfaction of the Engineer in charge. The Contractor shall be paid at the contract rates for the actual quantities of work, excluding all replacement and rectification work, carried out by him under the contract. The actual quantities of work carried out by the contractor shall be those which are measured in accordance with the dimensions shown on drawings to which the work shall be carried out, and which quantities are certified by the Engineer in charge. The methods and modes of measurements shall be as stipulated in the Schedule of Quantities and its preamble and in other contract documents and as prescribed by the Bureau of Indian Standards (where such methods and modes differ between such Documents and standards, the methods and modes as stipulated in the schedule of quantities and its preamble shall prevail) The amount, payable to the Contractor for an item of work shall equal the actual quantity of work carried out by him for that item multiplied by the contract unit rate for that item.

Tenderer to please note that few items are being supplied by the client free of cost:

All free supply items are the responsibility of the contractor for safe keeping, utilized only and exclusively for the project intended for. Wastage due to negligence / pilferage / theft or improper storage or for whatever reason shall be to contractors account.

6.2 Schedule of Quantities

The quantities given in the Schedule of quantities are provisional and are meant only to indicate the intent of the work and provide a uniform basis for tendering. The actual quantities of individual items can vary to any extent stated hereinafter from such provisional quantities subject to the overall variation being limited to as stipulated below. The Contractor shall be paid for the actual quantities of work carried out by him, in accordance with Sub Clause 6.1 above. The AISATS reserves the right to alter the scope of works and to increase or decrease any of the quantities or to totally omit any item of work and the contractor shall not be entitled to claim for or receive any extras or compensation of any kind whatsoever on these grounds, subject to the overall

contract sum (the overall contract sum for this purpose shall mean the signed contract amount) not being varied by more than plus or minus twenty percent ($\pm 20\%$). Should the variation in the overall contract sum exceed such limit of plus or minus twenty percent ($\pm 20\%$), then the AISATS may consider to re negotiate on or in respect of only that sum by which such limit of plus minus twenty percent ($\pm 20\%$) is exceeded, subject to such limit not being exceeded due to termination of contract in which case the matter shall be dealt with in accordance with stipulations of appropriate clause as applicable.

Any errors in description and/or omission of any item in the Schedule of Quantities shall not vitiate this contract but shall be deemed to be a variation as applicable.

6.3 Non tendered Items/Determination of rates not found in Estimate or BOQ

The rates furnished in the schedule of Quantities will apply for the entire project. Any item of work which is not covered in the schedule of Quantities which may be required to be carried out on site shall be executed by the contractor and payment for such items of work shall be based on the rates that may be derived from the rates quoted for similar comparable items.

6.3.1 And for such item which cannot be derived from the quoted rates the payment shall be based on the contractor submitting the rate analysis within 7 days of the date of receipt of instructions to carryout the work inform Engineer in charge / Architect it is his intention to charge for such class of work, supported by complete data required viz. actual cost of materials, labor, hire towards tools and plant plus 15% towards overheads and profit. The prevailing rate of sales tax on works contract shall be paid extra over and above the rates arrived on the above basic, if applicable. Under no circumstances the contractor shall suspend the work on the plea of non settlement of rates for items falling under this clause. In the event of any dispute regarding the rates for such items the decision of the Architects shall be final.

6.4 Contract Agreement

The Contractor whose Tender has been accepted shall enter into a formal Agreement with the AISATS for the execution and completion of the works, in the format prescribed in the Contract Documents, **within a week from the date of the work order.**

7. Taxes, Duties, etc.

In his rates for the various items of work, the contractor shall, in connection with the Works, include for sales tax, octroi, all applicable duties, and any other taxes including Works Contract Tax, levies or royalties payable on the materials and equipment forming part of the works as prevailing on the date of tender and shall also include for any other statutory obligations and no claims on this account shall be entertained or allowed at any stage subsequently.

8. Notices, Fees, Bye laws, Regulations

The Contractor shall comply with all Government Acts including the bye laws or regulations of local authorities relating to the works in so far as construction, fabrication and installation activities are concerned, and he shall obtain from the local authorities all permissions and approvals required in connection with this work, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law there under. In his rates for the various items of work, the Contractor shall allow for such compliance and work, and for the giving of all such notices, and shall include for the payment of all such fees and charges. The Contractor shall indemnify the AISATS against all claims in this regard.

9. Licences and Permits

The contractor shall directly obtain all licenses and permits for the materials under Government control, and those required to be obtained by the contractor for the execution of his work. The Contractor shall include in his rates for all transportation charges and for the other expenses that may be incurred in this connection and he shall indemnify the AISATS against all claims in this regard.

10. Royalties and Patent Rights

All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the Works as described by or referred to in the Drawings, Specifications, Schedule of Quantities and other Documents, shall be deemed to have been included in the Contractor's rates, and the contractor shall indemnify the AISATS against all claims, proceedings, damages, costs and expenses which may be brought or made against the AISATS or to which he may be put by reason of the Contractor infringing or being held to have infringed any patent rights to any such articles, processes and inventions. The Contractor shall also include in his rates for the payment of all levies and royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, soil or any other materials required for the works.

11. Insurance

11.1 Insurance Policies

All insurance policies shall be taken in the joint name of the AISATS and the contractor and the original policies shall be submitted to the AISATS.

Before commencing the execution of works, the contractor, without limiting his obligations and responsibilities under this contract shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the AISATS to any person including any employee of the AISATS or a member of the general public, by or arising out of the execution of the works or in carrying out the contract. It shall be obligatory for the contractor to obtain the insurance cover under the following policies:

a) Contractor's All Risk Insurance Policy to cover the following:

- i) Entire contract value for the period of completion including defects liability period
 - ii) Third party insurance to cover for any damages to third party. This shall be up to the end of the defects liability period and shall include for any damage to the properties and / or injury [including death] to the persons of the general/ public/AISATS/consultants and anyone else deemed to be third party.
 - iii) Civil commotion, Riots, War and other disturbances.
- b)** Policy to cover contractor's liability under Workmen's compensation Act 1923, Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act 1970 and other relevant Acts listed elsewhere. This shall be for the period up to final completion of work, including the defects liability period.
- c)** Insurance cover against damage, theft or any other loss of all materials and equipment brought to site for which advance payment is claimed. Limit of liability not less than the value of such materials at any stage of the contract.
- d)** For the AISATS materials and all materials supplied by AISATS for incorporation in the works, the Contractor shall insure against all such liabilities and shall continue such insurance during the currency of the contract including defects liability period. Premium for all insurance policies shall be paid and borne by the contractor and shall NOT be reimbursable.

The contractor shall produce to the Engineer in charge all certificates of Insurance. These certificates shall be fully executed and shall state that the policies cannot be canceled until ten [10] days after written notice of such cancellation has been given to the AISATS.

The Contractor shall obtain written confirmation of similar certificates from all sub contractors and thereby assume responsibility for any claims or

losses to the AISATS resulting from failure of any of the sub contractors to obtain adequate insurance protection in connection with their work.

11.2 Failure to Insure

If the contractor fails to comply with the terms of this condition, the AISATS may effect the Insurance and deduct the expenses from any moneys that may be or become payable to the contractor or may, at his option, refuse payment of any certificate to the contractor until the contractor complies with this condition.

11.3 No Limit to liability

In addition to the liability imposed by law upon the contractor for injury (including death) to persons or damage to property or his agents, which liability is not impaired or otherwise affected hereby, the contractor hereby assumes liability for and agrees to save the AISATS harmless and indemnifies him from every expense, liability or payment by reason of any injury (including death) to persons or damage to property suffered through any act of omission of the contractor or sub contractor, or any person directly or indirectly employed by any of them or from the conditions of the premises or any part of the premises which is in the control of the contractor or any of his sub contractors, or any one directly or indirectly employed by either of them or arising in any way from the work called for by this contract.

12. Manpower, Plant and Machinery

The Contractor shall at his cost provide and install all equipment, materials, plant, hoists, ladders, and scaffolding, necessary for the execution of the works in conformity with the contract documents and to the satisfaction of the Engineer in charge/consultants. Also, all machinery, tools, trucks, form work material, man power and everything else necessary for the proper and satisfactory execution and completion of the works in accordance with the contract scope shall be provided by the contractor at his own cost. The Contractor shall **within a week** of the award of contract submit a complete list of his man power and plant and machinery for the approval of the Engineer in charge which approval however shall not relieve the contractor of any of his

responsibilities, obligations and liabilities under the contract. The Contractor shall augment his manpower and plant and machinery without extra cost to the AISATS whenever required or so directed by the Engineer in charge in order to conform to the approved construction programmed for the achievement of milestones and virtual Completion.

13. Labour Regulations

13.1 Regulations

The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and / or regulations such as payment of Wages Act 1948, Employees Liability Act 1938, workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act 1970 and the Factories Act 1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the AISATS from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the existing or to be introduced at a future date during the currency of the Contract. Insurance cover towards the above shall be affected by the Contractor as called for elsewhere.

In general, in respect of all labor directly or indirectly employed in the works for the performance of contractor's part of the agreement, the contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The contractor shall obtain valid license under the Contract Labor (R & A) Act 1970 and the Contract Labor (Regulation and abolition) Central Rules 1971 and under any other applicable rules before the commencement of the work and continue to have a valid license until the completion of the work.

13.2 Payment of Wages

The contractor shall pay to labor employed by him either directly or through sub contractors in time wages not less than fair wages as defined in the appropriate labor regulations Act. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the works, as lay down by the concerned local authorities.

13.3 Model Rules

The Contractor shall at his own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health (spraying of pesticides every day) and for making sanitary arrangements, Malaria control and other such epidemics etc., for workers employed directly or indirectly on the works and in the workers hutment area.

13.4 Child Labor

The contractor shall not employ any labour less than 18 years of age on the job. If female labour is engaged the contractor shall make necessary provisions at his own expense for the safeguarding and care of small children and keeping them clear of the site of operations. No children shall be permitted on the site.

14. Contribution towards employee benefits, funds, etc.,

The Contractor shall include in his rates for all expenses necessary to meet his obligations for making contributions toward employee benefits funds (such as ESI, Provident fund, old age pension if any or any other benefits / compensation payable by the Contractor) etc., in compliance with all the statutory regulations and requirements. All records in this connection shall be properly maintained by the contractor and produced for scrutiny by the concerned authorities and the Engineer in charge whenever called for.

15. Setting out and Site Surveys

The Contractor shall establish, maintain and assume responsibility for all bench marks and grid lines, and all other levels, lines, dimensions and grades that are necessary for the execution of his work, in conformity with the Contract Documents. The Contractor shall establish his benchmarks and grid lines with reference to and in relation to the permanent benchmarks and boundary lines established at site. The contractor shall verify and co relate all the survey data available at site before commencing his work and shall report any errors or inconsistencies to the Engineer in charge. Commencement of work by the contractor shall be regarded as his acceptance of the correctness of all survey and setting out data available at site and no claims shall be entertained or allowed in respect of any errors or discrepancies found at a later date. If at any time error in this regard appears during the progress of the works, the contractor shall at his own expense rectify such error to the satisfaction of the Engineer in charge/ consultant. The approval by the Engineer in charge of the setting out by the contractor shall not relieve the contractor of any of his responsibilities, obligations, and liabilities under the contract. The Contractor shall be entirely and exclusively responsible for the horizontal, vertical and other alignment for all levels and dimensions and for the correctness of every part of the works, and he shall rectify effectively any errors or imperfections therein. All such rectifications shall be carried out by the contractor at his own cost and to the instructions and satisfaction of the Engineer in charge.

The contractor shall employ qualified surveyors to carry out all the survey and setting out works.

16. Assignment and Sub Letting

The Contractor shall not assign this contract or sub let any part of the Works without the written consent of the Engineer in charge/consultants. Any permission to sub let parts of the Works shall not relieve the Contractor from any of his responsibilities, obligations, and liabilities under this Contract, including disorderly conduct by the sub contractors.

17. Separate Contracts

The AISATS reserves the right to let other Contracts in connection with the Project Works. The Contractor shall afford other Contractors reasonable opportunity for their access to the Project works, for the storage of their materials, and for the execution of their work, or if specified give assistance to such Contractors for such purposes as are specified. The Contractor shall properly connect and coordinate his work with the other contractors. If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer in charge any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for receiving the work of the Contractor.

18. Contractor's Designs & Manufacturers' Catalogues & Warranty Certificates

For the items of work, which are executed to the Contractor's designs and specifications, the Contractor shall allow in his tender for providing the Employer with a copy of all designs, drawings and specifications, general arrangement drawings and shop drawings which he may be called upon to submit. The Contractor shall supply a copy of all manufacturer's catalogues, brochures of all equipment and proprietary articles specified or which the Contractor proposes to use, for the approval by the Employer as soon as is reasonably practical.

19. Weekly Progress Report

The Contractor shall submit in duplicate to the Engineer in charge, in a format approved by the Engineer in charge, a weekly report giving an accurate record of the progress of work, the number of men employed in each trade, list of plant and machinery at site, the weather, temperature, visitors to the site, and any other events influencing the progress of the work. Photographs shall be submitted along with all such reports, pictorially demonstrating the progress of the work, every fortnight.

20. Programme Evaluation and Review

Within 10 days of receiving Letter of Intent, the Contractor shall prepare and submit to the Engineer-in-Charge for his approval a detailed IT Cabling and Networking works in the form of a Critical Path Network Diagram showing the Contractor's proposed sequence of operation together with estimated time of all activities and the order of procedure in which he proposes to carry out the works including design, if any, preparation of shop drawings, installation of adequate plants & equipments, details of material to be used for installation and obtaining approval thereof, expected time of arrival of approved materials at site, construction/ manufacture, delivery to site, fabrication, erection and commissioning. The submission to and approval by the Engineer-in-Charge of such programme shall not relieve the Contractor from fulfilling of any of his duties or obligations under the Contract or from adhering to the time schedule for proper execution & timely completion of works.

21. Bureau of Indian Standards (BIS)

A reference made to any Indian Standard Specifications in the Contract Documents shall imply reference to the latest version of that standard, including such revisions / amendments as may be issued, during the currency of the contract, by the Bureau of Indian Standards and the corresponding Clause/s therein shall hold valid in place of those referred to. The Contractor shall keep copies of all latest publications of relevant Indian Standard Specifications applicable to the Works at site, as listed in the Specification Amendments to BIS codes announced before finalisation of Contract shall be followed. Financial implications if any, due to same, will be taken into consideration.

22. Method of Measurement

For measuring of all work, the standard method of measurement in accordance with the Standards laid down by Bureau of Indian Standards (IS: 1200) shall be followed. However if definite methods of measurements are stipulated in the Schedule of Quantities or other documents, then the same shall supersede BIS methods and shall be followed. In the event of any dispute

with regard to the method of measurement of any work, the decision of the Architect shall be final and binding and no extra claims shall be entertained or allowed at any stage in this regard. Where measurements and/ or levels need to be verified and recorded by the Engineer in charge prior to the Contractor proceeding with the work, the onus shall be on the Contractor to get such measurements and / or levels verified and recorded by the Engineer in charge.

23. Correction of work before virtual completion

The Engineer in charge, Architect and Consultants and representative of Developer shall jointly conduct an extensive inspection just prior to the Virtual Completion of the Works and shall prepare a list of materials, equipment, and workmanship which are defective or damaged or of substandard quality or improperly executed or generally unacceptable due to not being in conformity with the requirements stipulated in the Contract Documents. The Contractor shall promptly remove, replace, re execute, rectify and make good, to conform to the requirements stipulated in the Contract Documents and to the satisfaction of all concerned, all such materials, equipment, and / or workmanship included or itemized in the said list and the Contractor shall bear and pay for all expenses in connection therewith and consequent thereon and incidental thereto, including the cost for all remedial work on the work of other Contractors destroyed or damaged by such removal, replacement, re execution, rectification and making good. If the Contractor fails to remove, replace, re execute, rectify and make good the rejected materials equipment, and/ or workmanship within a reasonable time, fixed by written notice, Engineer in charge may employ and pay other persons or agencies to carry out such removal, replacement, re execution, rectification and making good and all expenses incurred in connection therewith, including all damages, losses and expenses consequent thereon and incidental thereto shall be recovered from the Contractor and shall be deducted by Engineer in charge from any money that may be payable or that may become payable to the contractor.

25. Virtual completion of works

The Works shall be considered as Virtually Complete only upon fulfillment of the procedure laid down in Clause above, and only after the works have been completed in every respect in conformity with the Contract Documents and after all the systems and services have been tested and commissioned, and after the site has been cleared and the Works cleaned as called for, and when the Engineer in charge has certified in writing that the Works are Virtually Complete. The Defects Liability period shall commence from the date of such Certificate of Virtual Completion.

Should, before virtual completion, the AISATS decide to occupy any portion of the Works or use any part of any equipment, the same shall not constitute an acceptance of any part of the Works or of any equipment, unless so stated in writing by the Engineer in charge.

Prior to the issue of the Virtual Completion Certificate, the Contractor shall submit and hand over to the Engineer in charge the keys to all locks, all operation and maintenance manuals for systems and services, any spares called for in the Contract, and everything else necessary for the proper use and maintenance of the works complete with all systems and services.

26. Final completion of works

The Works shall be considered as Finally Complete at the end of the Defects liability period subject to the Contractor having replaced and / or rectified and made good all the defective items of work and defects in accordance with Clause above, to the satisfaction of the Architect, and provided that the Contractor has performed all his obligations and fulfilled all his liabilities under the Contract, and when the Engineer in charge has certified in writing that the works are Finally complete. Such Final Completion in respect of those parts of the Works, for which extended guarantee periods are stipulated elsewhere in the Contract Documents, shall be achieved at the end of such stipulated guarantee periods.

27. Suspension of works

- a) The Contractor shall, on receipt of the order in writing of the Engineer in charge, 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 for any of the following reasons;
- i) On account of any default on the part of the Contractor; or
 - ii) For proper execution of the Works or part thereof for reasons other than the default of the Contractor; or
 - iii) 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. If the suspension is ordered for reasons (ii) and (iii) in sub Para (a) above, the Contractor shall be entitled to an extension of time to be mutually agreed upon.

28. Termination of the contract

If the Contractor shall be adjudged bankrupt or if he should make a general assignment for the benefit of his creditors, or if a receiver shall be appointed on account of his insolvency, or if he should persistently or repeatedly refuse to carry out the work diligently, or if he should fail to provide enough properly skilled workmen or proper materials or equipment or plant and machinery or tools or anything else necessary for the progress of the works in accordance with the approved Construction Programme, or if he should fail to make prompt payments to Sub Contractors or to suppliers for materials or equipment or to his workers, or if he should persistently disregard laws or ordinances or instructions of the Engineer in charge, or if he should be guilty of a Violation of breach of any provision of the Contract, or if he has abandoned the Contract, or if he has failed to commence the works, or if he has suspended the Works, then the Engineer in charge on the basis that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven days notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, equipment, tools, and plant and machinery thereon and use these as

Developer's property for the completion of the Works. In such case the Contractor shall not be entitled to receive any further payment until the work is completed. If the amount due to the Contractor for the work carried out by him as per the Contract terms exceeds the expenses, including for additional management and administrative services, for completing the Works and in respect of the damages and / or losses suffered by the AISATS due to the Contractor's default, then such excess shall be paid to the Contractor within three months of the Final Completion of the Works. If such expenses for completing of the Works and in respect of the Damages and / or losses suffered exceed such amount due then the contractor shall pay the difference to the AISATS within one month of receiving the notification to that effect from the Engineer in charge. The expenses incurred by Engineer in charge for completing the Works and in respect of the damages and / or losses suffered by him due to the Contractor's default shall be certified by the Engineer in charge and his decision on this matter shall be final and binding on the Contractor.

Annexure 1A (iv) SPECIAL CONDITIONS OF CONTRACT (S C C)

1. General

The Special Conditions of Contract are an extension of and are to be read in conjunction with the General Conditions of Contract. Should there be any contradictory requirements in the two, the requirement as per the Special Conditions of Contract shall prevail and the conditions stated here below is common unless and until specifically mentioned else-where in the tender document.

2. AISATS, Architect, Engineer in charge and Consultants

The AISATS, Architect, Engineer in charge and Consultants for the subject work are:

AISATS:

AISATS shall mean **AIR INDIA SATS AIRPORT SERVICES PRIVATE LIMITED, BANGALORE**

Architect:

Architects mean Design Studio Architects Bangalore.

Engineer in charge:

Engineer in charge shall mean Engineer duly appointed by AISATS or its Architects / consultant to act for and on behalf of Architects and Clients for the operation of the contract.

Consultants:

Consultants mean service providers appointed by architects and AISATS to design and execute various jobs related to the project.

3. Site:

The site is situated at **Kempegowda International Airport, Devanahalli, and Bangalore just next to the AISATS existing terminal** and site is already in possession of the AISATS and will be made available to the Contractor immediately on award of the contract.

4. Scope of work

The Scope of work under this contract will broadly includes – Supplying Installing and Commissioning of IT Cabling and Networking Works, on a filled Land of 2.62 acres having a Super Structure for carrying out handling of items which requires cold temperature or in generality perishable handling center as specified in the drawing and other documents of Perishable Handling Center.

5. Drawings

- i) Contract drawings duly signed by Architect are diagrammatic but shall be followed as closely as actual construction permits. Any deviations made shall be in conformity with the architectural and other service drawings and with the prior approval of Architect.
- ii) Architectural drawings shall take precedence over service drawings in regard to all Dimensions.
- iii) Contractor shall verify all dimensions at site and bring to the notices of Engineer in charge / Architect discrepancies if any. Engineer in charge's decision in this respect shall be final.
- iv) Large size details and manufacturers' dimensions for materials to be incorporated shall take precedence over small scale drawings.

6. Work to be carried out by Licenced persons / Firms

All service installations namely Electrical, IT Cabling and Networking Works, shall be carried out by technically competent persons holding valid license to carry out their respective trade at the site and having a minimum experience of three years in their relevant trades.

7. Inspection and Testing of Materials

Contractor shall if so required produce manufacturers' test certificates for the particular batch of materials supplied to him. The tests carried out shall be as per relevant Standards and shall be carried out at approved test houses specified by Engineer in charge.

8. Acceptance of Equipments & Materials:

a. Reference Drawings

The Contractor shall maintain one set of all drawings issued to him, as reference drawings. These shall not be used on site. All corrections, deviations & changes made on site shall be shown on these reference drawings for final incorporation in the completion drawings.

9. Shop Drawings

The Contractor shall submit to the Architect, through the Engineer in charge, 4 (four) copies of shop drawings for his scrutiny and approval. Shop drawings shall be submitted generally for those items of work/ details/ locations as called for by the Architect / Engineer in charge/ consultants.

The Contractor shall submit four (4) copies of catalogues, Manufacturers, drawings, equipment characteristics data, and performance charts etc., as required by Engineer in charge/ consultants.

10. Completion Drawings

On completion of work, the contractor shall submit one (1) complete set of original tracing & two (2) prints of "AS BUILT" drawings to Engineer in charge. These drawings shall show the run of all pipelines with diameters, access panels, electrical panels and other details as required by the Engineer in charge.

11. Operation and Maintenance manuals

On completion of work, the contractor shall submit two sets of O & M Manuals including the originals in respect of all machineries and plants incorporated in the works.

12. Testing of Installations

All installations shall be tested as specified, in the presence of Engineer in charge. The contractor shall also perform all such tests as may be necessary and required by the local authorities to meet municipal and other bye laws, regulations in force. The Contractor shall provide all labour, equipment, and materials etc., required for the performance of the tests.

13. Time for virtual completion of works

The period and time limit for virtual completion of the works shall be May 2016. In case the contractor fails to meet the above stipulated completion period, contractor shall be levied liquidated damages as specified in clause of General Conditions of Contract.

14. Photographs

Besides submitting progress charts, reports etc., called for, the Contractor shall submit progress Photographs as directed by Engineer in charge, every fortnight.

15. Professional Integrity and Team Spirit

It is the intent of the AISATS, Engineer in charge and the Architect that this project will be executed in a spirit of teamwork and full professional integrity. The contractor shall fully co operate with all Agencies concerned to fulfill this objective.

16. Quality Assurance and Control Programme

The Contractor shall establish an effective quality control system and implement same through a special cell consisting of qualified experienced Engineers and technical personnel to enforce quality control on all items of work at all stages. The details of same shall be furnished as called for. The Contractor shall maintain records at site as per ISO requirements.

17. Documents to be followed

All works, permanent or temporary, required for the successful completion of the project shall be carried out in strict accordance with the drawings, specifications, instructions and good engineering practice.

18. Contract drawings

Drawings forming part of the contract are listed in Annexure III.

19. Fire precautions

The Contractors shall take all precautions and preventive measures against fire hazards at the site, in his stores, workshop, labour camp etc., and shall assume full responsibility for the same.

20. Performance Bond

The selected contractor shall furnish a performance bond in the form of a bank guarantee for the value of 10% of value of contract within 15 (fifteen) days of date of Letter of Intent. The bank guarantee shall be in the format as attached and valid till the final completion of the work.

21. Drilling, Cutting, etc.

All cutting and drilling of walls or other elements of the building for the proper entry/ installation of pipes, cables, conduits, boxes and other equipment shall be carried out using electrically operated tools, only. Manual drilling, cutting, chiseling, etc shall be cut or chased without the written permission of the Engineer in charge.

22. Labour wages

The contractor shall have no claim whatsoever if on account of any rules and regulations or otherwise, he is required to pay wages in excess of fair wages called for under General Condition.

23. Special precautions under arms and ammunition act and drugs act

The contractor shall ensure that people under the influence of liquor and drugs are strictly not permitted to work or enter within the site / work premises and that no weapons including arms and ammunitions likely to cause injury to people are not allowed into the site / work premises.

24. Site Modifications / Changes

Contractor shall carry out all modifications / changes, if any, at site to the satisfaction of the AISATS. Such item of works shall be treated as non tendered items. Rate / Amount for such modification / changes, if any, shall be finalized by the AISATS.

- a) Housekeeping at site shall be done by the contractor (whether the debris is due to civil works or due to any other agencies).
- b) Scaffolding shall be kept in place for additional period of 15 days after completion of all civil works. If IT Cabling & Networking Work, extend beyond this period, the respective contractor shall arrange for scaffolding during this extended period

25. Action in case work not done as per specifications

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 authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the AISATS or any organization engaged by the AISATS for Quality Assurance and of the Architect'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 officer of Quality Assurance or his subordinate officers or the officers of the organization engaged by the AISATS for Quality Assurance or to the Architect 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 twelve months of the completion of the work from the Engineer-in-Charge 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/ consultant in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under penal clause of the contract (for noncompletion of the work in time) for this default. In such case the Engineer-in- Charge/consultant may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Engineer in charge may consider 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/ consultant to be conveyed in writing in respect of the same will be final and binding on the contractor.

26. Action in case of bad work

If it shall appear to the Engineer-in-Charge or his authorized representative in

charge of the work or to the Architect or to any other inspecting agency of Government/ State Government/ Owner where the work is being executed, that any work has been executed with unsound, imperfect, or unskilful workmanship or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for or otherwise not in accordance with the contract, the contractor shall on demand in writing which shall be made within twelve months of the completion of the work from the Engineer-in-Charge 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 proper charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid while the contractor failure to do so shall continue, the Engineer-in-Charge may rectify or remove and re-execute the work or remove and replace with others, the material or articles complained of as the case may be at the risk and expense in all respects of the contractor.

27. Standards

Wherever reference has been made to various standards in the particular specifications, the latest version of the same at the time of tendering shall be applicable.

2. **Special Conditions of Contract for IT Cabling and Networking works**

2.1 **Scope**

The General character and the scope of work to be carried out under this section is illustrated in the drawings and specifications attached herewith. The contractor shall carry out and complete the said work under this contract in every respect in conformity with the rules and regulations of the local authority. The Contractor shall furnish all labour, materials, appliances, tools and equipment necessary for the work of IT Cabling and Networking works services installation including testing and commissioning as specified herein, and as per the relevant Standards, codes, and as shown on the drawings. This also includes any material, appliances and equipment not specifically mentioned herein or noted on the drawings as being furnished or installed which are necessary and customary to make a complete installation properly connected and in working order.

Carryout all incidental works connected with IT Cabling and Networking works services installation , cutting/drilling holes through walls, floors, and grouting for fixing of fixtures/equipment and so forth.

Furnish and install complete workable IT Cabling services installation as shown on the drawings and described in this specification and as per the latest Standards, specifications including all that which is reasonably inferred to all the buildings, internally and externally.

Complete installation of the IT Cabling & Networking works internally as well as around the building.

Co-operation with other trades in putting the installation in place Any work done without regard or consultation with other trades, shall be removed by the contractor without additional cost to the Owner, to permit proper installation of all other work, as desired by the Architect/Consultant.

Repair all damage done to the premises as a result of this installation and remove all debris left by those engaged for this installation to the satisfaction of Architect/Consultant.

Cleaning of all IT Cabling and Networking works fixtures, testing and providing the satisfactory performance of all fixtures at the time the buildings are handed over to the Owner.

It is the responsibility of the contractor to take care of all the fixtures fitted until the time of handing over to the Client.

Assume full responsibility for getting the entire installation duly approved by the authorities concerned and for all expenses in connection with the same. Assume responsibility for obtaining and delivering to the Owner certificate of final inspection and approval by the concerned authorities.

Authorization letter stating that the items quoted by the bidder are in production and latest in technology and the bidder will provide after sales service support for a minimum of 10 years.

All the outdoor weather proof housing should be IP66 with heavy duty brackets. The bidder should provide free of cost complete maintenance of every product including accessories for 3 years from the date of installation.

2.2 Regulations and Standards

The installation shall conform in all respects to the following standards in general:

The installation shall also be in conformity with the bylaws and requirements of the local authority in so far as these become applicable to the installation. Wherever this specification calls for, a higher standard of materials and /or workmanship than those required by any of the above regulations and standards, then this specification shall take precedence over the said regulations and standards.

Wherever drawings and specifications require something that may conflict with the regulations, the regulations shall govern. This shall be referred to the Superintendent for arbitration.

2.3 Fees, Permits and Notices

Contractor shall comply with all bye-laws and regulations of local and other statutory authorities having jurisdiction over the works and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices. Contractor shall keep the Superintendent timely informed about regulations and requirements of statutory authorities and shall obtain the final certificates of inspection and approval from the authorities.

2.4 Drawings and Specifications

The drawings and specifications shall be considered as part of this contract and any work or materials shown on the drawings and not called for in the specifications or vice versa shall be executed as if specifically called for in both.

The tender drawings indicate the extent and general arrangement of the fixtures etc. The drawings indicate the points of supply and termination of work shall be installed as indicated in the drawings. However, any changes found essential to co-ordinate with this work and other trades shall be made without any additional cost. The drawings and specifications are meant for the assistance and guidance of the contractor, and exact location, distance and levels will be governed by the individual building and site conditions. Therefore, approval of the Superintendent shall be obtained before commencement of work.

2.5 Shop Drawings

The contractor shall submit to the Owner four copies of the shop drawings.

Shop drawings shall be submitted under the following conditions:

Showing any changes in layout in the contract drawings. Floor plans, Enlarged camera details, schematic showing IT Cabling & Networking installation works. layout, control panel, wiring and piping diagram.

Manufacturer's or Contractor's fabrication drawings for any materials or equipment. The contractor shall submit four copies of catalogues, manufacturer's drawings, equipment characteristic data or performance charts as required by the Owner.

2.6 As Built Drawings

On completion of works, the Contractor shall submit one complete set of original tracings and two prints of "As built" drawings to the Owner. He also submits all drawings / information in AutoCAD R14 or later version. These drawings shall have the following information:

Exact run and sizes of all piping on all

Ground and invert levels of all pipes together with location of all connections up to outfall.

Run of all Location of all mechanical equipment with layout and piping connections.

Contractor shall provide four sets of catalogues, performance data and list of spare parts together with the name and address of the manufacturer for all electrical and mechanical equipment provided by him.

All "Warranty Cards" given by the manufacturers shall be handed over to the Owner.

2.6 Manufacturers' Instructions

Where manufacturers have furnished specific instructions relating to the materials used in this job and methods of construction that are not specifically mentioned in these documents, such instructions shall be followed in all cases. The contractor shall also furnish detailed instruction and operation manuals in triplicate including detailed completion drawings and Fire Safety Plans on a tracing cloth to approved scale. Further it is the responsibility of the

contractor to train the Owner's personnel in the operation and maintenance of the system.

2.7 Materials

Materials shall be approved make and quality specified. They shall conform to the respective Standards, Specifications and supported by Manufacturing Certificate / test certificate.

Samples of all materials shall be as per the list of approved brand manufacture, which shall be approved by the Engineer incharge before placing the order.

In any case of non-availability of materials in metric sizes, the nearest size of FPS units shall be provided with prior approval of the Engineer in-charge at no extra cost to the owner.

The bidder should submit with Brand Authorization letter and will be considered as evidence.

2.8 Guarantee/Warranty

The contractor shall guarantee both the material and workmanship of first class quality corresponding to standard engineering practice. Any defective materials / workmanship shall be rejected, the contractor has to rectify / replace at his own cost. Guarantee certificate of the materials supplied shall be handed over to the owner.

The contractor while submitting his bid should consider 3 years onsite warranty for all the products and submit the quote.

ANNEXURE –1B (ii) - BILL FORMAT

Bill No :							Date :	
Prev B No:							Date :	
Security Deposit Held:							Date :	
Contract No:							Date :	
Total Value as per Contract :							Total value paid till date :	
Total retention money as per contract :							Retention money held till date	
S No	Description	Estimated Quantity	Unit	Previous quantity	Present Quantity	Rate	Total Amount	Total Quantity
1								
2								

3								
4								
5								
11	Less: 5% retainer amount (Rs)							
12	Balance bill Amount (Rs)							
13	Taxes (Rs)							
14	Total to be paid (Rs)							

Measurement recording book no/page no duly certified by Site Engineer/Architect

For

Contractors Name & Designation

Engineer In Charge

Architect

Notes: 5% retainer amount will be either deducted from the bill or will be adjusted against the EMD amount held.

ANNEXURE 1B (iii) Details of projects to be submitted by the Tenderer/Contractor

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST 3 years

S No	Name of work/project & location	Owner	Cost of work in Lakhs Rupees	Date of Commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / arbitration cases pending / in progress with details (indicate gross amount claimed and amount awarded by the Arbitrator)	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

ANNEXURE –1B(iv) Project under execution or awarded

S No	Name of work/project & location	Owner	Cost of work in Lakhs Rupees	Date of Commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Slow progress if any and reasons thereof	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

ANNEXURE 1B (V)

BANK GUARANTEE FORMAT

PROFORMA OF BANK GUARANTEE

(ON NON JUDICIAL PAPER OF APPROPRIATE VALUE)

Ref:

Date:

No.

Bank Guarantee

To

Dear Sirs,

In consideration of the

Hereinafter referred to as the "AIR INDIA SATS AIRPORT SERVICES PRIVATE LIMITED (AISATS)" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assigns, having awarded to M/s _____ having its registered office at _____ hereinafter referred as the "Contractor"/"Tenderer" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a contract hereinafter referred to as the 'Contract' for IT Cabling and Networking works _____ referred to as the "WORK" on terms and conditions set out, inter alia in the AISATS's Contract No. _____ dated _____ valued at _____ (in words and figures) and as the AISATS having agreed to make payment for the performance of the above contract to the Contractor amounting to _____ (in words and

figures) as an advance against Bank Guarantee to be furnished by the Contractor, the advance to be adjusted against the work to be performed by the contractor.

We _____ hereinafter referred to as the Bank which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns having our office at _____ do hereby undertake to give the irrevocable and unconditional guarantee and do hereby undertake to pay the AISATS on first demand without any demand, reservation, contest recourse and protest without reference to the Contractor any and all money payable by the Contractor as per the terms and conditions of the said Contract to the extent of _____ till the said advance is adjusted as aforesaid at any time up to _____. We agree that the guarantee herein contained shall continue to be enforceable till the sum due to the AISATS on account of the said advance is adjusted / recovered in full as aforesaid or till the AISATS discharges this guarantee.

The AISATS shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time vary the advance or to extend the time for performance of the works by the Contractor. The Bank shall not be released from its liability under these presents by any exercise of the Developer of the liberty with reference to the matter aforesaid.

The AISATS shall have the fullest liberty, without reference to contractor and without affecting this guarantee to postpone for any time or from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any power, covenants contained or implied in the Contract between the AISATS and the contractor or any other course or remedy or security available to the AISATS and the Bank shall not be released of its obligations under these presents by any exercise by the AISATS of its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on

the part of the AISATS or any other indulgence shown by the AISATS or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee.

The right of the AISATS to recover the outstanding sum of advance up to Rs. _____ from the Bank in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes has or have been raised by the contractor and / or that any dispute or disputes is or are pending before any officer, tribunal or court and any demand made by AISATS on the bank shall be conclusive and binding.

The Bank further undertakes not to revoke this guarantee during its currency without previous consent of the AISATS and further agrees that the guarantee contained shall continue to be enforceable till the AISATS discharges this guarantee.

The Bank also agrees that the AISATS shall at its option be entitled to enforce this guarantee against the bank as a principal debtor, in first instance, notwithstanding any other security or guarantee that AISATS may have in relation to the contractor's liabilities of the said advance.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ and it will remain in force upto and including (date) _____ and shall be extended from time to time for such periods as may be advised by M/s _____ on whose behalf this guarantee has been given.

We have power to issue this guarantee in your favour under our Memorandum and Articles or Association and the undersigned has full power to do under the power of Attorney date _____ granted to him by the Bank.

Dated _____ this _____ day of _____

Signed by

(Person duly authorized by Bank)

Place:

WITNESS

1.

(SIGNATURE)

(Printed Name)

2.

(Designation)

(Common Seal)

ANNEXURE –1 B (vi) (Should be submitted on tenderer’s letterhead)

Name of Work : IT Cabling and Networking Works of AISATS COOLPORT at Kempegowda International Airport, Devanahalli, Bengaluru

Name of Tenderer :

SCHEDULE OF DEVIATIONS

Sl.No	Tender Documents - Section No.	Reference – Clause No.	Deviation

Note: 1. Deviation if any, shall be stipulated only in this format. (additional page may be used if required and attached along with this page)

2. Any deviation stated elsewhere in the tender shall not be taken into account and may render the tender non responsive and liable to be rejected.

Seal & Signature of Tenderer.

ANNEXURE 1B (vii)

LIST OF DRAWINGS – will be provided during installation

Annexure 1B(viii) Checklist for tender submission – to be filled and submitted on tenderer’s letterhead with seal & signature.

S. No	Items	Requirement	Submitted /Not Submitted	Page No of Tender	Submission Page No of Document	Remarks
1	Name address nationality	Letter	Yes/No			
2	Pvt/Public/Partnership firm	Attested copies of certificate of incorporation	Yes/No			
3	Solvency certificate	Bankers report in sealed cover	Yes/No			
4	Balance sheet for 3 years	3 years balance sheet	Yes/No			
5	3 years relevant work experience	Completion certificate of projects in the last 3 years	Yes/No			
6	Lead consortium partner (in case of consortium)	Completion certificate	Yes/No			
7	Turnover for 3 financial years	Chartered Accountant certificate	Yes/No			
8		Certificate copy	Yes/No			
9	Details of projects executed	Annexure b(iv)	Yes/No			
10	Details of projects pending	Annexure b(v)	Yes/No			
11	Details of plant equipment tools	Writeup	Yes/No			
12	Manpower details	Writeup on Technical/Non Technical Team	Yes/No			
13	CPM/PERT chart	Plan	Yes/No			