

Annexure-III Special Terms and Conditions

Sr. No.	Particulars	Employer's Terms and Conditions
1.	Scope of Work	Construction of CIP Lounge at Sardar Vallabhbhai Patel International Airport, Ahmedabad. The scope of works shall be as per the Price Schedule (i.e. BOQ), Specification and RFP documents.
2.	Effective Date	The Effective Date shall mean the date of issuance of the Service Order/ Letter of Award / Notice to Proceed by the Employer to the Contractor, whichever is earlier.
3.	Site	The Contractor shall perform the Works at location specified in RFP and shall have access to the Site from <i>the date of Notice to Proceed ("NTP")</i>
4.	Mobilisation	The Contractor shall complete mobilisation at the Site within One (01) week of the handing over of the Site by the Employer.
5.	Completion Schedule	The Contractor shall perform the Works and achieve Completion within 75 (Seventy-Five) Days from the Effective Date, which is inclusive of mobilisation period.
6.	Basic Price	<p>The Basic Price shall be as specified in the Price Schedule set out in 'Annexure I: Price Schedule' and shall be payable on a BOQ basis. The Basic Price shall be inclusive of applicable Taxes (except GST & BOCW), labour and other statutory charges, gratuity amounts, cost of materials, consumables, tools and tackles, insurance charges, margin, overheads, charges for Bank Guarantees and other costs associated with the performance of the Scope of Work. No escalation will be paid for the order period.</p> <p>The unit rates quoted in the BOQ shall remain firm and fixed for the duration of the Contract ("Unit Rates") and are not subject to adjustment for any reason whatsoever. The Contractor acknowledges and agrees that the quantities specified in the BOQ may vary based on actual execution of the Work and that the Unit Rate is not contingent on the quantity mentioned in the BOQ. The item description/ list of items provided in this BOQ is indicative and is to be read in conjunction with Specifications and other Contract Documents for complete understanding of his scope/ intent/ obligation/ risks/ liabilities under this Contract.</p> <p>The Works shall include all enabling works required for execution of Works. The Contractor shall maintain all Works in progress or completed until the Works are accepted by the Employer, based on the acceptance of the Authority and the Independent Engineer. The Contractor shall repair, rework or replace as necessary any work damaged or lost due to normal wear and tear, anticipated events, or conditions within its control until it has been accepted and transferred to Employer. However, such acceptance by Employer does not waive obligation of Contractor under the Contract towards the Works. No separate payment shall be made for such maintenance costs which are deemed to be included in the Contract Price.</p>
	SO Price	The SO Price shall be as specified in the Price Schedule set out in 'Annexure I: Price Schedule', which shall be inclusive of GST unless specified by the employer.
	Currency	Indian Rupees
	Contractor's Overhead and Profit (COP)	The rate for any or all item(s) includes and shall continue to include the Contractor's Overhead and Profit (COP) as maximum of 15% of the Direct Cost till closure of contract including any extension. For the purpose of working out cost impact of any extra item(s) the Employer's Representative shall

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		determine the rates based on the landed rates of materials, labourers, taxes & duties plus COP which will be used for contract amendment. The opinion of the Employer's Representative in the above determination of rates will be final.
7.	GST	<p>GST shall be paid at actuals, as per the rates specified in the Price Schedule set out in 'Annexure I: Price Schedule'. BOCW Cess, if applicable, shall be reimbursed by the Employer on submission of requisite documents.</p> <p>All Invoices will be paid in two stages (a) Base Amount (b) Tax Amount. Tax Amount will be paid only after vendor provides sufficient proof that the GST amount charged in its invoice is declared in GSTR-1 and GSTR-3 returns, and payment of taxes has been made.</p>
8.	Free Issue Material	There will not be any free issue materials/ services by employer for the subject work.
9.	Basic cost / Base rate of Material	The Basic cost / Base rate of Material as specified in the BOQ shall be FOR site and shall be inclusive of applicable Taxes (except GST), transportation charges, loading and other charges except unloading at site as unloading is a part of item rate and in the scope of the Contractor.
10.	Utilities and Facilities	There will not be any free issue utilities and facilities by employer for the subject work.
11.	Payment Terms	<p>Running Account Bill (RA Bill) for actual work done at site shall be raised fortnightly. Adhoc amount equivalent to 70% of bill value (excluding GST) shall be paid within 7 days of RA bill submission against Proforma Invoice and balance amount (with GST) within 30 Days of RA Bill submission subject to the verification by the Employer.</p> <p>RA Bill shall accompany the following documents:</p> <ul style="list-style-type: none"> (a) Proforma invoice followed by Tax Invoice, including details such as item number, Contractor's GST identification number and permanent account number: one (1) set of original and two (2) sets of copies. (b) Basic Cost / Base Rate variation statement (if applicable) (c) Inspection release note and/or measurement sheets duly certified by the Employer's representative. (d) Reconciliation statement of Free Issue Materials/ Adhoc Payments / Advance (whichever applicable). (e) Copy of insurance policies to be procured by the Contractor; and (f) Copy of statutory registrations as required for performance of the Works under the SO Documents.
12.	Retention amount	<p>A sum of 5% of the gross value of work certified (incl. of GST) for each Bill shall be deducted and shall be refunded / released to the Contractor, on his written application, within 60 days after the successive Project handing over and submission of the following documents:</p> <ul style="list-style-type: none"> • Final Invoice: one (1) set of original and two (2) sets of copies. • Provisional Acceptance Certificate issued by the Employer. • Contract Performance cum Performance Bank Guarantee. • final reconciliation statement of Free Issue Material (if applicable). • All requisite royalty challans (if any). • No-claim certificate for release of final payment; and • Undertaking for compliance with labour laws.

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		The retention money, provided by the Contractor in whatsoever form, shall not bear any interest
13.	<p>Delay Liquidated Damages</p> <p>Other liquidated damages</p>	<p>One percent (1%) of the SO Price (along with applicable GST), for each completed week of delay or part thereof, subject to a maximum of Ten percent (10%) of the SO Price.</p> <p>Liquidated damages payable by the Contractor for breach of:</p> <ul style="list-style-type: none"> (i) Human Resources and Industrial Relations Requirements shall be levied at the rate as may be specified in 'Annexure-V: Human Resources and Industrial Relations Requirements'. (ii) Safety Requirements shall be levied at the rate as may be specified in 'Annexure-VI: Safety Requirements'; and (iii) Shall be levied at the rate as may be specified in 'Annexure-VII : Anti-Bribery and Anti-Corruption Clause' and 'Annexure-VIII : Contract Labour Engagement Guidelines'
14.	<p>Advance Payment Bank Guarantee</p> <p>Contract Performance cum Performance Bank Guarantee</p>	<p>Not applicable</p> <p>Within fifteen (15) days from the Effective Date, the Contractor shall submit the Contract Performance cum Performance Bank Guarantee, in the form provided in RFP document, for an amount equal to Five percent (5%) of the Basic Price, which shall remain valid and effective till the expiry of the Defect Liability Period, with a claim period of [one (1) year] from the expiry of the Defect Liability Period.</p>
15.	Insurance	<ol style="list-style-type: none"> 1. Construction/ Erection All Risks Insurance (CAR/ EAR Policy) <p>The Contractor shall effect and maintain Construction/ Erection All risks insurance or any such equivalent cover in conjunction with the execution of the Work against all risks of loss or damage to the Work for full replacement value which includes all supplies, spare parts and materials including Free Issue Material (as per the value intimated by the Employer) to be supplied to Contractor and/ or its Sub Contractors by Employer and which are to be incorporated into the Work until issuance of the Completion Certificate. CAR/ EAR Policy shall include Marine, Earthquake and Terrorist cover also. Wherever, erection and testing of equipment is involved, the cover must include the risk during testing period.</p> 2. Third Party Liability Insurance (Insurance against Personal Injury and Damage to Third party Property including cross liability). <p>The Contractor shall insure against any loss or damage, which may occur to any property owned by Employer/third party and/ or any Person (except persons insured under (Workmen's Compensation), for death or bodily injury which may arise before the issue of the Completion Certificate, out of or in consequence of Contractor's performance of the Work. Such policy shall include Contractual Liability.</p>

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		<p>3. Workmen Compensation</p> <p>The Contractor shall affect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any Person employed by the Contractor or Sub-Contractor or any other of the Contractor's Personnel. The Contractor shall submit a copy of the same within fifteen (15) Days of Mobilization. Should the Contractor fail to submit a copy of the Workmen's Compensation policy within the specified period, the Employer may at its option and at the cost and expense of the Contractor take the policy for and on behalf of the Contractor.</p> <p>4. Insurance for Works and Contractor's Equipment</p> <p>The Contractor shall insure the Works, Plant and Equipment, Materials and Contractor's Equipment for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the Commencement Date, until the date of issue of the Completion Certificate for the Works.</p> <p>5. Medical Insurance</p> <p>Contractor shall ensure that all the labours and staff of their company engaged in this Site are fully covered under the medical insurance policy including COVID-19 epidemic in accordance with MHA guidelines and its amendments (if any), Central, State and local provisions.</p> <p>Co-insured:</p> <p>The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to this clause. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.</p>
16.	Defect Liability Period	The Defect Liability Period shall be for a period of Twelve (12) months from the date of final handing over of the works to the Employer as per the Employer requirement.
17.	Warranty	<p>1. Warranty for all Equipment (if any) shall be for a period of twenty-four (24) months or as per the OEM whichever is higher.</p> <p>2. For Waterproofing and Anti termite (if included in Scope of Works), tri-party warranty (on Rs. 500 Stamp paper) shall be 10 Years unless specified otherwise in BOQ/Service order.</p>
18.	MSME Status	<p>The Contractor is registered as a [micro/ small/ medium] enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 and the rules and regulations made thereunder. The Contractor shall furnish documentary evidence with respect to its status as a [micro/ small/ medium] enterprise. <i>[Retain as may be applicable]</i></p> <p><i>[Note: If the Contractor is not a micro, small or medium enterprise, mention 'Not Applicable'.]</i></p>
19.	Specific Agreed Terms	<ul style="list-style-type: none"> The Contractor shall carry out the works abiding Employer's Safety Requirement/ OHSAS Requirements and shall comply with its obligations.

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		<ul style="list-style-type: none"> • Local Liaising/Octroi: Contractor shall make his own arrangement for any permission required for Dumping of material (not applicable to the items where dumping location is given by Employer). • Work Permit/Entry Passes: Contractor shall make his own arrangement for Work Permit, Parking, Vehicle entry passes, parking charges etc. for execution of work required, however the Employer will assist the contractor for the same. • Debris Management: Contractor will be responsible for making the site clean and follow all guidelines related to EHS and Safety.
20.	Step-in rights	Notwithstanding anything contained herein, the Contractor agree and acknowledge that the Airport Authority of India ("AAI") shall be entitled to step into the obligations of the Airport Operator and substitute the Airport Operator under and in accordance with the Concession Agreement.
21.	Jurisdiction	Ahmedabad, State of Gujarat.

Details of Bidder's Authorised Signatory

Signature : _____

Name : _____

Designation : _____

Stamp :