

**STC for Airports Non-Aero Works**

Sr. No.	Particulars	Employer's Terms and Conditions
1.	<b>Interpretation of SO Documents</b>	<p><b><i>Replace GTC Clause 2.1 with the following:</i></b></p> <p>The Contractor has thoroughly examined the documents comprising the SO and is satisfied that there are no ambiguities, discrepancies, inconsistencies, divergences or operation or maintenance impracticalities within and between such documents and that such documents are accurate and sufficient in all respects for the purposes of the performance of its obligations thereunder and hereunder. The several documents forming the SO are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be brought to the notice of the Employer. The order of precedence of the documents forming the SO Documents shall be as detailed below wherein in case of discrepancies between the documents, the contents in document at (a) will supersede the document at (b), which will supersede the contents in document at (c) and so on:</p> <ul style="list-style-type: none"> <li>a. Service Order</li> <li>b. Tender Drawings</li> <li>c. Priced Bill of Quantities (BOQ)</li> <li>d. Special Terms of Contract (STC)</li> <li>e. General Terms of Contract (GTC)</li> <li>f. Technical Specifications</li> <li>g. Safety Requirements</li> </ul>
2.	<b>Scope of Work</b>	As per BOQ and drawings provided. Work shall include preparation of shop drawings, as-built drawings, and prototype (if any).
3.	<b>Effective Date</b>	The Effective Date shall mean the date of issuance of the Service Order/letter of award by the Employer to the Contractor.
4.	<b>Site</b>	The Contractor shall perform the Works at location specified in PO and shall have access to the Site from the issuance of order/letter of award or as intimated by Employer, whichever is later.
5.	<b>Completion Schedule</b>	<p>4.1 Completion period shall be as per the mutually agreed project schedule from the date of Service Order or as notified by Employer subject to Site handover and work front availability. The coordinated schedule with other works shall be mutually agreed between Contractor and project team of Employer after issue of Service Order.</p> <p>4.2 The Contractor shall mobilise at the Site within Three (03) days from the date of Notice to proceed or commencement date notified by Employer.</p>
6.	<b>Variation</b>	<b><i>Add the following in continuation to Clause 10.1 of GTC</i></b>



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		<p>All extra or additional Work done or Work omitted by order of the Employer shall be valued at the Contract Rates set out in the Contract if, in the opinion of the Employer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be derived by the Employer based on the following:</p> <ol style="list-style-type: none"> <li>a. The rates for a nearest similar item of Work as are specified in the Contract.</li> <li>b. If no rate is specified in the Contract for the Work, and which cannot be derived in the manner specified above, then such work shall be carried out at the rates derived as follows: <ol style="list-style-type: none"> <li>i. The direct and indirect cost of labour and</li> <li>ii. The material cost shall be inclusive of all Taxes (Except GST), delivered to the Site.</li> <li>iii. Operational cost of plants and equipment.</li> <li>iv. In addition, the Contractor shall be entitled for overheads and profit at the rate of 15% of the cost of (i + ii + iii) as above and prevailing taxes not covered under i, ii and iii above.</li> <li>v. The Contractor has to submit all original invoices and supporting documents for the valuation of variations.</li> </ol> </li> </ol> <p>Decision of the ER in these matters shall be final and binding on the Contractor.</p>
7.	<b>Basic cost / Base rate of Material</b>	5.1 The Basic cost / Base rate of Material as specified in the BOQ shall be FOR site and shall be inclusive of applicable Taxes ( <b>except GST</b> ), 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.
8.	<b>Taxes</b>	GST shall be paid at actuals, as per the rates specified in the BOQ. BOCW Cess, if applicable, shall be directly paid by the Employer.
9.	<b>Payment Terms</b>	<p><b>Running Account Bill</b> for actual work done at site shall be raised at 15 days cycle which shall be paid within 15 days after submission subject to the verification by the Employer.</p> <p>RA Bill shall accompany the following documents:</p> <ol style="list-style-type: none"> <li>(a) Draft 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;</li> <li>(b) Basic Cost / Base Rate variation statement</li> <li>(c) Inspection release note and/or measurement sheets duly certified by the Employer's representative;</li> <li>(d) Reconciliation statement of Free Issue Materials/ Adhoc Payments / Advance (if applicable);</li> <li>(e) Copy of insurance policies to be procured by the Contractor; and</li> <li>(f) Copy of statutory registrations as required for performance of the Works under the SO Documents.</li> </ol>



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		<p><b>Final Bill:</b> Final Bill shall be submitted within 30 days from Commissioning, handing over the site to Employer and on submission of the following documents:</p> <ul style="list-style-type: none"> <li>(a) [invoice/Final Invoice]: one (1) set of original and two (2) sets of copies;</li> <li>(b) Basic Cost / Base Rate variation statement</li> <li>(c) Provisional Acceptance Certificate issued by the Employer.</li> <li>(d) final reconciliation statement of Free Issue Material/ Adhoc Payments / Advance (if applicable);</li> <li>(e) [no-claim certificate for release of final payment]; and</li> <li>(f) [undertaking for compliance with labour laws].</li> </ul> <p>It shall be paid within 15 Days of submission as above subject to verification by the Employer.</p>
10.	<b>8.1 Delay Liquidated Damages</b>	Three percent (3%) of the SO Price (along with applicable GST), for each completed week of delay or part thereof, subject to a maximum of Six percent (6%) of the SO Price.
11.	<b>9.1 Advance Payment Bank Guarantee</b>	Not Applicable as there is no Advance payment
12.	<b>Retention Money</b>	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, after the successive completion of Defect Liability Period. The retention money, provided by the Contractor in whatsoever form, shall not bear any interest
13.	<b>Defect Liability Period</b>  <b>Warranty</b>	<p><b>Defect Liability Period</b></p> <p>The Defect Liability Period shall be for a period of Twelve (12) months from the date of Completion as per the Completion Schedule.</p> <p><b>Warranty</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>2. For Waterproofing and Anti termite (if included in Scope of Works), warranty (on Rs. 100 Stamp paper) shall be 10 Years unless specified otherwise in BOQ/Service order.</li> </ol>
14.	<b>MSME Status</b>	If 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.

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15.	<b>Acceptance of Tender Documents</b>	The contractor has agreed and confirmed that they have gone through complete tender documents which include, General Terms of Contract, HR & IR Compliance, Safety Compliance, Technical Specifications, Tender Drawings and Approved Make list etc. shared and discussed during the tender process and rates submitted are as per the details. They have also done site visit and investigation.
16.	<b>Specific Agreed Terms</b>	<p><b>Escalation:</b> No Escalation is applicable.</p> <p><b>Quantity Variation:</b> This is Item Rate package and quantity for any individual item may vary to any extent, however individual rate shall remain same.</p> <p><b>Free Issue Material:</b> Nil</p> <p><b>Utilities and Facilities:</b> All Boarding, Lodging, travel, storing material transportation to work location etc. (as applicable) shall be in Contractor scope, Employer shall not be responsible for any delay occurred due to such incident.</p> <p><b>Storage:</b> Shall be in contractor scope. Space (if available) shall be provided by Employer but responsibility of storage, security of material, loading/un-loading etc shall be in contractor scope. Contractor shall restore space provided for storage in its original condition.</p> <p><b>Water and Electricity:</b> Water Shall be provided free of cost by the Employer on single point. Electricity shall be provided by the Employer free of cost till the time Electricity Board connection is installed at the Airport after which it shall be on chargeable basis.</p> <p><b>Health Protocol:</b> Contractor shall follow Govt. of India Guidelines related to spread of Covid-19 virus or any viral disease and any other advisory issued from time to time.</p> <p><b>Local Liaising/Octroi:</b> 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).</p> <p><b>Work Permit/Entry Passes:</b> 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.</p> <p><b>Debris Management:</b> Contractor will be responsible for making the site clean and follow all guidelines related to EHS and Safety.</p>

