

Special Terms & Conditions

Sr. No.	Particulars	GCC reference	Employer's Terms and Conditions
1.	Scope of Work	Clause no. 3.1	Work includes civil, interior and MEPF works.
2.	Effective Date	Clause no. 9.1	The Effective Date shall mean the date of issuance of the Letter of Intent / Notice to Proceed by the Employer to the Contractor, whichever is earlier.
3.	Site	Clause no. 11	The Contractor shall perform the Works at Sardar Vallabhbhai Patel International Airport, Ahmedabad and shall have access to the Site from effective date after getting all statutory permissions.
4.	Mobilisation	Clause no. 11	The Contractor must complete mobilization in all aspect within Fifteen (15) days.
5.	Completion Schedule	Clause no. 9.2	Contractor shall perform the Works and achieve Completion within 4 months, which is inclusive of mobilisation period.
6.	Basic Price	Clause no. 4.1	<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), 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 is excluding GST and BOCW Cess.
7.	Taxes	Clause no. 6.1	<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 directly paid by the Employer.</p> <p>All Invoices will be paid in two stages (a) Base Amount (b) Tax Amount. Contractor shall ensure timely updation of GSTR-1 and GSTR-3. In case Contractor fails to do so, Tax Amount will be held and paid only after Contractor 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	Clause no. 20.1	Nil

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9.	Utilities and Facilities	Clause no. 12.1	There will not be any free issue utilities and facilities by employer for the subject work. However, Water and Electricity shall be provided at single point location on chargeable basis at Site. Further distribution of the same as per the requirement shall be in contractor's scope at no extra cost to Employer.
10.	Payment Terms	Clause no. 5.1, 5.2, 5.3	<p>(a) 5% of the Basic Price (along with applicable GST payable on such Basic Price) shall be paid as mobilisation advance within 30 days from the date of receipt of invoice: one (1) set of original and two (2) sets of copies & Advance Payment Bank Guarantee.</p> <p>(b) 5% of the Basic Price (along with applicable GST payable on such Basic Price) shall be paid as advance post physical mobilization of defined set of Equipment at site & submission of Contract Performance Bank Guarantee and certificate issued by the Employer for satisfactory mobilisation at the Site.</p> <p>(c) The recovery of the mobilization shall commence from each progressive payment and shall be completely recovered when 90% of the awarded Contract Price of the work has been certified. In case at the time of certification of the final bill there is still any advance remaining unrecovered, the same shall be recovered from the final bill.</p> <p>(d) Each progressive bill shall be raised monthly, and payment shall be done after adjusting Advance Payment recovery (if any), the Retention amount, and any other adjustment as per Contractual provisions within 30 days of receipt of RA bill upon submission & verification of the Running Account Bill (in a manner and form as specified herein) and the following documents:</p> <ol style="list-style-type: none"> a. 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. inspection release note and/or measurement sheets duly certified by the Employer's representative. c. reconciliation statement of Free Issue Materials (if applicable); d. copy of insurance policies to be procured by Contractor; and e. copy of statutory registrations as required for performance of the Works under the SO Documents. <p>(e) Final Bill shall be paid within 60 days after Commissioning and on submission of the following documents:</p> <ol style="list-style-type: none"> a. [Final Invoice]: one (1) set of original and two (2) sets of copies. b. Provisional Acceptance Certificate issued by the Employer. c. Performance Bank Guarantee. d. final reconciliation statement of Free Issue Material (if applicable). e. [no-claim certificate for release of final payment]; and f. [undertaking for compliance with labour laws].
11.	Delay Liquidated Damages	Clause no. 25.1	[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.
	Other liquidated damages	-	Liquidated damages payable by Contractor for breach of: (i) Safety Requirements shall be levied at the rate as may be specified in 'Annexure-IV: Safety Requirements'; and (ii) 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'.

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12.	Advance Payment Bank Guarantee	Clause no. 8.1	Contractor shall submit the Advance Payment Bank Guarantee in the form provided in 'Appendix-II: Format of Advance Payment Bank Guarantee', for an amount equal to [Ten] percent 10% of the Basic Contract Price (excluding GST but including all other taxes), and which shall be valid and maintained in full force and effect till the date of Completion as per the Completion Schedule, with a claim period of [one (1) year] beyond such validity.
	Contract Performance cum Performance Bank Guarantee	Clause no. 8.1	<p>Within Thirty (30) days from the Effective Date, Contractor shall submit the Contract Performance cum Performance Bank Guarantee, in the form provided in 'Appendix-I: Format of Contract Performance cum Performance Bank Guarantee', for an amount equal to [Ten] percent ([10] %) of the Basic Contract Price (excluding GST but including all other taxes), 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> <p>OR</p> <p>In lieu of Contract Performance cum Performance Bank Guarantee, the Employer shall deduct Ten percent (10%) of the Basic Contract Price (excluding GST but including all taxes) thereof as guaranteed money for performance of the obligations under the Contract from the payments to be made to the Contractor under clause 10, subject to the condition that the maximum amount such retained against Contract Performance cum Performance Bank Guarantee shall not exceed Ten percent (10%) of the Basic Contract Price (excluding GST but including all other taxes). The Employer shall release the retained amount on the expiry of the Defect Liability Period.</p>
13.	Insurance	Clause no. 21.1	<ol style="list-style-type: none"> <li data-bbox="570 953 1461 1266">1. Construction/ Erection All Risks Insurance (CAR/ EAR Policy) 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. <li data-bbox="570 1287 1461 1539">2. Third Party Liability Insurance (Insurance against Personal Injury and Damage to Third Party Property including cross liability). 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. <li data-bbox="570 1560 1461 1854">3. Workmen Compensation 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. <li data-bbox="570 1875 1461 1896">4. Insurance for Works and Contractor's Equipment

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			<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 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: 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>
14.	Defect Liability Period	Clause no. 30.1	The Defect Liability Period shall be for a period of 12 months from the date of Completion as per the Completion Schedule.
15.	Retention	-	5% of the Basic Contract Price (excluding GST but including all other taxes) shall be retained in all RA bill and retained amount shall be paid along with Final bill settlement.
16.	Specific Agreed Terms	-	The Contractor shall carry out the works abiding Employer's Safety Requirement/ AIAL OHSAS Requirements and shall comply with its obligations.
17.	Extra Items	Clause no. 4.1	Add in GCC Clause no. 4.1.(c).(ii) The Contractor shall, within 7 Days of the receipt of order to carry out the work, inform the Engineer-in-Charge, the rate which he intends to charge for altered, additional or substituted work, supported by analysis & documents of the rate or rates claimed, based on the prevailing market rate. The Engineer-in-Charge shall in turn determine the rates based on the landed rates of materials, labourers, Taxes & duties plus 15% for overheads and Contractor's profit and pay the Contractor accordingly. The opinion of the Engineer-in-Charge in the above determination of rates will be final.
18.	Site Maintenance	Clause no. 18	Add in GCC Clause no. 18 The contractor shall remove/ dispose from the Site, all waste materials, rubbish, and other debris resulting from the performance of the Works, outside airport premises at designated AMC dump yard.
19.	Price Variation	-	Any variation (+/-) in basic rates mentioned in the BOQ item description shall be payable after verification of material invoice and certification by EIC & CAD team.