

REQUEST FOR PROPOSAL (RFP)
TRANSPLANTATION OF PALMS AND TREES AT NSPR AREA
AT KEMPEGOWDA INTERNATIONAL AIRPORT, BENGALURU



Bangalore International Airport Limited
Administration Block
Kempegowda International Airport
Devanahalli
Bangalore - 560 300

APRIL - 2016

DISCLAIMER

1. This Request for Proposal (RFP) is issued by Bangalore International Airport Limited (“BIAL”).
2. The information contained in this RFP document or subsequently provided to the interested applicants (“Bidders”), whether verbally or in documentary or any other form by or on behalf of BIAL or any of their employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
3. This RFP is neither an agreement nor an offer by BIAL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by BIAL in relation to the scope of supply. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for BIAL, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who read or use this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidders 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. BIAL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
5. BIAL, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
6. This RFP, along with its Annexures, is not transferable. The RFP and the information contained herein are to be used only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors). In the event that the recipient does not continue with its involvement in the project in accordance with this RFP, this RFP must be kept confidential.

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7. BIAL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
8. BIAL 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 RFP.
9. The issue of this RFP does not imply that BIAL is bound to select a Bidder or to appoint the selected Bidder, as the case may be, for the consultancy and BIAL reserves the right to reject all or any of the proposals without assigning any reasons whatsoever. This RFP may be withdrawn or cancelled by BIAL at any time without assigning any reasons thereof.
10. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BIAL or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and BIAL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation for submission of the proposal, regardless of the conduct or outcome of the selection process.

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Preamble

1. Introduction

Bangalore International Airport Limited (“**BIAL**”) is the owner and operator of the Kempegowda International Airport (the “**Airport**”) in Bangalore. BIAL has entered into a Concession Agreement with the Government of India, whereby the Government of India has granted the exclusive right and privilege to BIAL to carry out the development, design, financing, construction, operation and management of the Airport. In this respect BIAL proposes to engage a vendor to undertake the Services as specified in this RFP and invites Proposals from the Bidders for the same. The Proposals submitted by the Bidders shall comply with all the requirements stated in this RFP. Based on final evaluation, the successful Bidder will be selected and notified (hereinafter referred to as the “**Contractor**”). The notification of award by BIAL shall be followed by execution of the Execution of Works Contract (hereinafter referred to as the “**Agreement**”) between BIAL and the Contractor, recording the terms and conditions for executing the Services. BIAL also reserves the right to modify, delete or add to the Scope of Services at any point in time, during the bidding process and thereafter during performance as per the terms of the RFP and/or Agreement.

2. Bidder’s Eligibility Criteria :

2.1 Bidder shall be eligible to participate in the tender, if it fulfils all the requirements as mentioned in **Annexure-A (PART-2)** herein.

2.2 PARTICIPATION

2.2.1 The Bidder shall be a valid legal entity as per Indian laws.

2.2.2 The RFP shall be duly signed by the authorized signatory of the Bidder and shall be legally binding on the Bidder.

3. Proposal for the Services

3.1 The Proposal shall comprise of two parts - Technical Proposal and Financial Proposal. The Bidders are requested to prepare and submit **Technical and Financial Proposals to BIAL in a separate sealed envelopes super-scribed with the details of the Proposal to the address mentioned in the RFP, based on the Scope of Services outlined in Annexure-A of this RFP.**

Part-1: The Technical Proposal shall comprise of the following:

3.1.1 Checklist of all submittals (**Clause 3.1.2 to Clause 3.1.12**) in a tabular format.

3.1.2 Annexure E_ Form of Contractor tender bond

3.1.3 Annexure D_ Agreement Template (Signed & Sealed) in all pages along with all attachments

3.1.4 Annexure C_ Qualification Questionnaire

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- 3.1.5 Annexure A_ Scope of Work and Specification
- 3.1.6 Certificate of incorporation of your Company
- 3.1.7 Articles of Association & Memorandum of Association
- 3.1.8 Power of Attorney to sign documents/Board Resolution
- 3.1.9 Proposed Execution Methodology & Equipment
- 3.1.10 Bidder's Manpower and Equipment Resource & Organization Chart
- 3.1.11 Experience in the similar work and airport sector. Photographs of Previous completed projects & Completion Certificates.
- 3.1.12 Confidentiality Undertaking

Part-2: The Financial Proposal shall comprise of the following:

- i) Annexure B_ Schedule of Quantities and Pricing
- ii) Detailed breakup of taxes, if any

The Bidders in their Proposal shall indicate separately sales tax (VAT), local tax, other levies, transaction charges, etc. wherever applicable.

- Fees quoted shall be inclusive of all required expenses & charges and shall cover all obligations under and in relation to the Agreement and all matters and things necessary for the proper completion of the Services as mentioned herein. Fees shall also include all taxes, cess, tariffs, VAT, all other statutory taxes and levies, if applicable, penalties, costs, bank charges and any other costs for performance of Services or other charges relating to or arising out of the Agreement.

- 3.2 BIAL shall retain the right to close the assignment at end of any stage, as per the needs of the overall development Program. In such an event the above breakup of fees shall form the basis for finalization of payment, after successful completion of the work for respective stage and payment shall be made only for the respective stage. BIAL reserves the right to issue or not to issue purchase order for any stage. The Contractor shall in no event make BIAL liable (financial or otherwise) for non-issuance of purchase order for any stage of Service(s) for any reason whatsoever.
- 3.3 The language for all written communication shall be English and unless mentioned otherwise the currency shall be an Indian Rupee.
- 3.4 The proposal should be signed on each page by the Bidder or his duly authorized representative. The proposal should be accompanied by a certified true copy of a duly notarised Power of Attorney or board resolution in favour of signatory to the documents.

3.5 Any discrepancies, omissions, ambiguities or conflicts in or among contract documents or any doubt as to their meaning should be called to the attention in writing of the contact person as mentioned in the RFP within five (5) days of issue of the RFP. BIAL will not make or be responsible for any oral communications.

3.6 Cost of tendering

The Bidder shall bear all costs associated with the preparation and submission of its Proposal and BIAL shall, in no case, be responsible or liable for such costs, regardless of the outcome of the tender process. It is obligatory on the part of the Bidder to tender for all the component parts and submit all information required as per document.

3.6 Site Inspection and Conditions:

The Bidder is advised to visit and inspect the Site and obtain for itself on its own responsibility and cost, all information regarding all existing and expected conditions and matters that may be necessary for preparing the Proposal and entering into a contract for performance of the scope of services. BIAL shall use every effort to procure that the Bidder and any of its personnel or agents with prior intimation, are granted permission to enter the Site for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents, will exercise due care and will be responsible for personal injury or death, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such inspection. Keep indemnified BIAL, from and against and in respect of damages, liabilities, losses, costs, charges, fees and expenses, including without limitation reasonable legal fees and expenses, (i) brought against BIAL's representatives by any third party as a result of site investigation/ inspection by Bidder and or its Personnel(s); (ii) any damages losses arising out of theft of tangible/ intangible property (iii) any claim arising from the death, personal injury or for loss or damage to tangible property of BIAL arising out of any omission or commission of Bidder or its personnel(s).

3.7 It is obligatory on the part of the Bidder to tender for all the component parts and submit all information required as per document.

4. Validity

4.1 The proposal shall be valid for at least **ninety (90) days** from the deadline for receipt of proposals.

4.2 In exceptional circumstances, prior to expiry of the bid validity period, BIAL may request the bidder for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder agreeing to the request shall not be permitted to modify his bid, but shall be required to extend the validity

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of his bid. All the terms of the bidding shall continue to be applicable during the extended period of validity.

5. Format and Signing of Proposal

5.1 The Bidder shall provide all the information as per this RFP. BIAL reserves the right to evaluate only those proposals that are received in the required format complete in all respects and in line with the instructions contained in this RFP.

5.2 The Bidder shall prepare and submit one original Proposal along with an additional copy.

5.3 The Proposal shall be signed and each page of the Proposal shall be initialled by a person or persons duly authorized to sign on behalf of the Bidder and holding the duly notarised Power of Attorney.

5.4 RFP submissions must be received no later than **17.00hrs on 07th April 2016 (Proposal Due Date)** in the manner specified in the RFP document at the address given below.

5.5 The Proposal shall not contain alterations or additions, except those to comply with instructions issued by BIAL or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

5.6 The Tender Bond

a) Fully executed by your Bondsman, being a bank or insurance company licensed to do business in India. (This Tender bond may be issued by a branch of Scheduled banks in India only).

b) In an amount equivalent to **Indian Rupees NIL only (Rs.0/-)** in the name of **“Bangalore International Airport Limited”**, payable in Bangalore, India.

c) Valid for **90 calendar days** after the Tender closing date. Any corrections, interlineations, deletions, etc., not signed or initialled by the person signing the tender (no overwriting is permitted) is permitted.

d) In exceptional circumstances, prior to the expiration of the Tender validity period, the Contractor may, in writing, request Tenderers to extend the period of validity of their Tenders for a specific period. However, the Tenderers will not be permitted to modify the Tender.

5.7 The sealed Tender Submission shall contain the following as mentioned below:

- Technical Offer - Original (1 Set) & Soft copy (1 CD)
- Commercial offer - Original (1 Set)-a Separate envelope

5.8 The envelope and proposal should clearly mention the following details:

BID for Transplantation of Palms and Trees at NSPR

To
Mr Suresh K N
AVP - Contracts
Bangalore International Airport Limited.
Project Office,
Devanahalli, Bangalore - 560300, India.

Proposal Due Date and Time: 17.00 Hrs on 7th April' 2016.

BIAL may, in exceptional circumstances and at its sole discretion, extend the proposal due date by issuing an addendum uniformly for all Bidders.

6. Questions during the Bid phase:

All enquiries or comments regarding this bid, and any other related matters must be made in writing by e-mail to **Mr. Ramamohana Rao Uppada (Ramamohan@bialairport.com)**. BIAL may, to the extent necessary and as it deems fit, respond in writing to any questions and concerns of the bidders regarding any element of the issued bid documents.

7. Responsibility of the Bidder:

It is the sole responsibility of the bidder to:

- i. Examine and understand the bid documents, including all the annexures/appendices, Addendums if any, Maintenance Contract and to verify their completeness. In the event that there are any pages or documents obviously missing or erroneously inserted in the documents supplied, the Bidder shall promptly apply to BIAL in writing to have any such discrepancy rectified well before the bid closing date;
- ii) Familiarize itself with the premises at which the services will be conducted and any relevant fixtures, fittings and equipment there to be utilised or that may otherwise be relevant, make all relevant investigations in relation to the performance of its obligations pursuant to the Bid;
- iii) The bidders should inform BIAL of any concerns implied or related to but not specifically mentioned in the Bid or other documentation.
- iv) BIAL reserves its right to accept any Bid and to reject any or all the Bids/proposals received without any reason or can change the process of the selection at any time during or after the Bid process.
- v) Obtain and maintain permits for complying with all the laws, orders, regulations or other instructions issued by all statutory authorities in India for the purposes of the Bidding Process.

8. Confidentiality:

The Supplier should ensure the confidentiality of all documents supplied/ provided by BIAL, including this RFP. The Supplier shall use the documents for bidding process only.

9. Assignment:

Any assignment of this RFP/purchase order/Agreement or of any rights hereunder, in any manner, by operation of law or otherwise, without the prior written consent of BIAL, shall be void. Any such consent shall not relieve the Bidder/ Contractor from its obligations under the RFP/purchase order/agreement.

10. Law and Jurisdiction:

The present Bid shall be considered, governed by and interpreted in accordance with the laws of Republic of India. The jurisdiction for the purposes of the bid shall be the courts in Bangalore only.

11. Bankruptcy:

BIAL may, at any time, by notice in writing summarily terminate the purchase order/agreement without compensation if the Bidder/ Contractor is declared bankrupt/insolvent and/or faces any action of bankruptcy, etc. In such an event, the Bidder/ Contractor will be bound to refund all amounts received from BIAL.

12. Government Regulations:

The Bidder shall be responsible for obtaining and maintaining permits and also for complying with all the laws, orders, regulations, any statutory compliances or other instructions issued by all statutory authorities in India.

13. Warranty

Equipment/Vehicle to be supplied or used by the Contractor in accordance with orders shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for material of the type ordered and in full conformity with the specifications or drawings issued by BIAL, or samples and shall be operable properly and the Bidder shall be bound to furnish a clear written warranty certificate regarding the same. In the event of any equipment, on receipt by BIAL, are found to be not in accordance with the order, the Bidder shall replace them free of cost including all freight and handling and any other charges as incurred by BIAL to that extent. These warranty conditions will also apply in respect of replaced equipment.

14. Patents and Other Intellectual Property Rights:

It is the sole responsibility of Bidder to comply patent and other intellectual property rights in respect of the equipment supplied. BIAL will not responsible for any claim against IPRs.

15. Other General Terms and Conditions

- (a) Person signing the contract on behalf of the Contractor shall be duly authorised and a valid duly notarised power of attorney and board resolution is required.
- (b) **Time is the Essence of the Contract:** There shall be a strict adherence to timelines set by BIAL.

16. Award process:

16.1 General:

BIAL is conducting the award process in a fair and non-discriminatory manner. Canvassing in any form, unsolicited letters and post bid correction will invoke summary rejection of the Bid. BIAL reserves the right to reject conditional Bids.

BIAL however reserves the right to unilaterally and at its sole discretion to change the award process, certain elements of the bid documents or to annul the entire bidding process at any time, without assigning any reason and without incurring any liability towards the affected Bidder. BIAL also reserves the right to change some elements of the planned set up for the work at the Airport, if governmental regulations change in a manner such that the objectives of BIAL cannot be met through the planned set up.

The Bidder shall comply with all the terms and conditions set out in bid document and its appendices while submitting its proposal.

BIAL reserves its right to accept any Proposal and to reject any or all the Proposals received without any reason or can change the process of the selection at any time during or after the RFP process. BIAL shall not be responsible to any Bidder/ persons on any account if it exercises such rights.

16.2 Distribution of RFP/Bid Documents:

The RFP document shall be treated as confidential and the information given in the RFP is for the purpose of submitting a proposal only and shall not be used or distributed to any third-party at any time for any other purpose.

16.3 Selection Criteria:

BIAL would evaluate the proposal based on the technical capabilities of the Bidder, financial soundness of the Bidder, relevant experience, price offered etc. but will ensure a balance between technical and commercial aspects. BIAL reserves the right to reject or to consider or to accept incomplete or noncompliant Proposals after due investigations for further evaluation.

Key requirements for applications: Duly filled document as per terms of RFP.

16.4 Evaluation of proposals

BIAL will evaluate the different proposals based on the following criteria (in brackets the weightage of each criterion):

SL. No	Criteria	Percent (%)
1	Compliance to Technical specifications, Scope Documents & Design Requirements.	Complied/Alternative Proposed (Y/N)
	Compliance to Technical Submissions/understanding of scope.	20
2	Proposed Execution Methodology & Equipment.	15
3	Bidder's Manpower, Equipment Resource & Organization Chart.	15
4	Experience in the similar work and airport sector. Photographs of Previous completed projects & Completion Certificates.	10
5	Sourcing of Material, Logistic Plan.	10
6	Overall program proposed	10
7	Quality Plans & Quality Certificates	10
8	HSE Plans	10

Note:

1. Currency for the tender is INR only.
2. The cost to also include all material, bought out components and all taxes, tariffs & duties paid on transactions between manufacturers and suppliers, all other statutory taxes and levies, including ESIC component, bank charges, transport, packing, loading & unloading and any other incidentals, costs.
3. Only technically qualified bidders will be considered for commercial evaluation.
4. The Financial Proposals of only those Bidders who's Technical Proposals are determined to be satisfactory as per the above Evaluation Criteria, will be evaluated.
5. BIAL reserves the right to negotiate with all or any of the Bidders whose Financial.

17. Instruction to the Bidders:

- 17.1 The quantities given in the Bill of Quantities are approximate and are given to provide a common basis for bidding. It is to be understood that these are

estimated quantities only and are liable to alteration by omission, revision or addition at the discretion of the BIAL. The basis of payment shall be the actual quantities of work executed at site as measured by the Contractor and verified by the Employer, valued at the agreed rates and prices as per this RFP. No claim whatsoever shall be entertained due to variations in quantities. Contractor should verify the quantities against the drawings / site measurement and schedule for ordering the material prior to execution.

- 17.2** Contractor shall visit the site to assess the full nature and extent of the works.
- 17.3** The rates and prices quoted shall be deemed to include, but not limited to setting out, labour, ESI & EPF, materials, tools & plants, erection, temporary/ preparatory works, storage, handling, packing, transport, wastage, testing & commissioning, receiving all materials supplied by the Contractor, if any, loading unloading and storing, housekeeping, health & safety compliance, disposal of debris off site, supervision, overhead & profit, taxes, duties, statutory fees & royalty, insurance, etc. and also at all levels, all shapes and sizes, including scaffoldings, staging complete, lead & lifts, locations as required to complete the works.
- 17.4** Bidders shall provide Tax rates as applicable in commercial bid format in schedule B.
- 17.5** Rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of items against which the Contractor has failed to enter a rate or price shall be deemed to be covered in other rates and prices entered in the Bill of Quantities and no additional costs will be paid by BIAL.
- 17.6** Same rate shall be quoted for items of same description if included in different Bill of quantities. In case of variance, lowest of the rates quoted shall be applied.
- 17.7** The BIAL reserves the right to select any of the 'Makes' given in the approved/preferred list of Makes.
- 17.8** Unless otherwise stated all measurements shall be taken in accordance with INDIAN STANDARD METHOD OF MEASUREMENT OF BUILDING AND CIVIL ENGINEERING WORKS IS: 1200. For all works measurements are as per actuals executed at site. Where such modes are not specified, the works shall be measured as per the relevant part of BIS codes 1200 (latest revisions) or good engineering practice as approved by the Architect / BIAL.
- 17.9** Any error(s) in description or in quantity or omission if items from the contract schedule shall not vitiate this contract but shall be corrected by BIAL.

- 17.10 In case of specialist/proprietary items, the item description shall be read in conjunction with manufacturers / supplier's specification and in case of any discrepancy, the works shall be carried out as directed by BIAL.
- 17.11 The contractor shall procure and bring materials / equipment at the site on the basis of drawings approved for construction if any and not on the basis of schedule of quantities which are provisional only.
- 17.12 Contractor to make their own arrangements for Electricity & Water and no extra payment will be done on account of this.
- 17.13 Contractor to make their own arrangements for Labour shed outside BIAL premises and no extra payment will be done on account of this.
- 17.14 Shop drawings and Method Statements shall be prepared if any and got approved before starting the work at site
- 17.15 Contractor shall submit all Reports, Manuals, As-built drawings, Guarantee/Warranty, maintenance manuals etc. to BIAL.
- 17.16 Contractor shall make the area free of debris/construction material, etc. and make it good before handing over the project to BIAL.

18. Verification:

BIAL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, the RFP or the Bidding Documents and the Bidder shall, when so required by BIAL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by BIAL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of BIAL thereunder.

19. Misrepresentation/ Fraud/ Breach of Terms and Conditions:

If the Bidder wishes to withdraw its Proposal (on its own account) after the Proposal Submission Date or it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has misrepresented or committed act of fraudulent nature or has violated any of the terms of this RFP, the Proposal may be disqualified and Tender Bond forfeit. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount, if any, paid by him. Further, the Bidder will be debarred for a period of 03 years from participating in BIAL's works.

LIST OF ANNEXURES TO RFP

1. Annexure A (Part 1) - Scope of Work and Technical Specification
Annexure A (Part 2) - Bidder's Eligibility Criteria and Submittals
2. Annexure B - BOQ: Schedule of Quantities and Pricing
3. Annexure C - Qualification Questionnaire
4. Annexure D - Template Agreement for Execution of Works
5. Annexure E - Form Of Tender Bond

ANNEXURE -A
(Part 1)

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

I GENERAL SCOPE

The purpose of this Transplanting Specification is to ensure the contractor adheres to the best practices during the transplantation of the existing planting material from the areas as indicated by BIAL's Representative.

Quantities for Lump Sum Price: The Contractor shall provide sufficient quantities for materials needed to complete the work.

OR

Quantities for Unit Price: The unit price for the quantities shall remain as the Contract unit rate for said work.

II SCOPE OF WORK

1. The Contractor shall transplant the planting material from **BIAL** areas as directed by BIAL's Representative, and containerize or replant the same in the project areas as guided by him. Any items that are not specified but are normally required to conform to such intent are considered part of the scope of works. **BIAL** reserves the right to make reasonable field adjustment to ensure proper implementation of the said work.
2. The works under this Section includes but is not limited to the following:
 - 2.1 Survey to be conducted.
 - 2.2 Clearing and grubbing existing wild vegetation.
 - 2.3 Supply of good quality topsoil for soil mix preparation and backfilling. Soil shall be used from BIAL premises.
 - 2.4 Preparation of plant material for transplantation.
 - 2.5 Transportation and Transplantation of planting material on new location.
 - 2.6 Containerizing of transplanted plant materials.
 - 2.7 Supply of other landscape materials including staking /guying etc.
 - 2.8 Weed control after transplanting till handover.
 - 2.9 Attendance to defects during defects liability/maintenance period.
 - 2.10 Housekeeping & disposal of debris (On and off site).
 - 2.11 Establishing and maintaining quality assurance, health & safety norms.

The details of scope of Works as mentioned in BOQ is indicative. Any incidental/temporary works that may occur during the course of execution and completion and/or required by **BIAL** shall also be included in the scope of works.

3 Transportation and Storage of transplanted plant material

The Contractor shall protect transplanted planting material in transit and after delivery to the plantation site/nursery. Care shall be taken to cover the branches of planting material with light weight netting.

III EXECUTION

1 PREPARATION OF PLANT MATERIAL

Upon receiving approval from the BIAL's Representative, the Contractor shall prepare the planting material to be transplanted to the new site/Nursery and replant them on location designated by BIAL's Representative.

- 1.1 The Contractor shall remove approximately 1/3 of the secondary branches/palm fronds in such a way to preserve the natural character of the tree/palms. Only clean and sharp tools shall be used. Cuts shall be smooth with no tearing or ripping of the bark. All dead and broken branches shall be removed.
- 1.2 The Contractor shall prepare the soil for the root ball to be removed with each tree/ palm. Unless otherwise directed by the BIAL's Representative, size of root ball is as follows:

<u>Tree/Palm Trunk Height</u>	<u>Transplanted Root ball Size</u>
4 - 8m	1.5m diameter
2 - 4m	1.0m diameter

- 1.3 The Contractor shall mark circle around the tree/palm of the root ball diameter as much as the root ball size as indicated above. A circular trench 400mm wide and 1500mm deep around the tree/palm shall be cut.
- 1.4 When trenching, only clean sharp cutting tools shall be used. All ends of the roots shall be server cleanly.
- 1.5 The root ball area shall be drenched with a mild fungicide once every week.
- 1.6 The Contractor shall guy the plant materials securely, if require to prevent it from falling.
- 1.7 The plant materials shall be kept well watered for the next four (4) weeks. Keep up with the fungicide application.
- 1.8 The orientation of the tree/ palm with respect to the sun shall be marked on the tree trunk.

2 LIFTING, PACKING, TRANSPORTATION AND REPLANTING/STORAGE IN NURSERY

- 2.1 Six (6) weeks after the first root pruning is done or as directed by BIAL, the plant materials shall be lifted.
- 2.2 The Contractor shall ball and burlap the root ball securely with shade net/ gunny sacks/geo-fabric and non-synthetic ropes.
- 2.3 The Contractor shall transport and transplant the plant materials to the new

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site/ Nursery.

- 2.4** The contractor shall make a trench at the nursery, of the depth and width as indicated by BIAL's Representative, to plant the surplus trees which cannot be immediately planted in any other location of the new site. These trees shall be planted in the trench in bur lapped condition as guided by BIAL's Representative.

3 TRANSPLANTATION

For the plant material which needs to be immediately transplanted on new location, the below mentioned steps would be followed.

3.1 CLEANING OF THE SITE EARMARKED TO RECEIVE TRANSPLANTED PLANT MATERIAL

3.1.1 The Contractor shall clear all areas where the plant material is to be transplanted of existing vegetation not specified to remain and all other debris and foreign materials considered a hindrance to the transplanting operation and/or unsightly in appearance.

3.1.2 The Contractor shall maintain previously established grades and swales specified to remain.

3.1.3 The Contractor shall arrange to have all cleared materials moved to areas on site. The Contractor shall remove all visible weeds before any soil placement. Application of herbicide or any other chemical in order to kill the weeds is not allowed unless specifically instructed by BIAL's Representative.

3.2 EXCAVATION

The rates for excavation are to include:

3.2.1 Excavating by hand and/or mechanical means any materials encountered including below the water table and for grubbing up roots of trees.

3.2.2 Excavating around and removing boulders.

3.2.3 Trimming, levelling and compacting bottoms & keeping sides plumb.

3.2.4 Multiple handling of excavated material and all transport and handling charges at loading and unloading ends.

3.2.5 Planking and strutting including any left-in, special strutting and shoring (unless specifically designed by the Contractor's Engineers) and/or any other means of withholding the sides of the excavation and ensuring the safety of adjoining structures.

3.2.6 Additional excavation and backfilling for formwork, planking and

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strutting or to batter the face of the excavation in lieu.

- 3.2.7 Clearing any falls of earth into excavations.
- 3.2.8 Complying with the instructions of BIAL's Representative, issued from time to time to ensure the safety of excavations and adjoining structures.
- 3.2.9 Removal of excavated materials off-site to approved dumping areas.
- 3.2.10 Tree/Palm pits which would receive transplanted trees/palms shall be dug a minimum of three weeks prior to back filling. The diameter of the pits shall be twice the diameter of the root ball with vertical sides, and the depth of the pit shall be one and half times the depth of the root ball. While digging the pits, the topsoil up to a depth of 300 mm may be kept aside, if found good (depending upon site conditions) and mixed with the rest of the garden soil. If the soil is bad below, it shall be replaced with the soil mixture. The bottom of the pit shall be scratched with a fork to break up the sub soil. Dug pits have to be left open and removed soil (if suitable) to be aired for 2-3 weeks.
- 3.2.11 The soil for back filling shall be watered thoroughly and gently pressed down, a day previous to planting, to make sure that it may not further settle down after planting. The soil shall be pressed down firmly by treading it down, leaving a shallow depression all rounds for watering.

3.3 TRANSPLANTING OPERATIONS

3.3.1 Handling Plants

- a. The Contractor shall handle Palms/trees in a manner to avoid any damage to it.
- b. The Contractor shall protect palms/trees at all times from sun or drying winds.
- c. All uprooted and transported trees and palms shall be planted on the same day they are delivered to the site.
- d. All trees and palms shall be transplanted with a mechanical crane.

3.3.2 Setting out

Location of trees and palms shall be staked out on site by the Contractor for review by the BIAL's Representative prior to execution of work. The Contractor shall inform the BIAL's Representative one (1) days in advance of inspection of staking out.

3.3.3 Transplanting

- a. Prepare the planting pit before the tree/palm arrives on site. The planting pit for the tree/palm shall be sterilized, drenched with fungicide and covered with a plastic sheet. The soil mix shall be sterilized and drenched with fungicide.
- b. All tree/palm shall be delivered to the site on the day of the scheduled transplanting. Do not move the tree/palm until new planting pits have been properly excavated and prepared to receive the tree/palm.
- c. The tree/palm shall be transported without any damage to the branches/trunk.
- d. The fronds of the palm shall be securely wrapped with non-synthetic material during transportation and planting operation. The tree shall be lightly pruned before being moved to the site. The pruning of all tree/palm must be approved by the BIAL's Representative.
- e. Spread rooting hormone to the sides and base of the planting pit before planting.
- f. Apply the required water polymer into each planting pit.
- g. Damaged roots shall be clean-cut with a sharp blade prior to planting. Kinked or circled roots shall be severed to prevent future girdling of the plant.
- h. Lower the tree/palm into the planting pit. Backfill the planting pit and water the tree/palm at the same time. This is to ensure that air pockets are minimized around the root ball.
- i. The Contractor shall use specified soil mix to continue backfilling planting pits. The Contractor shall set plant straight and brace rigidly in position until the soil mix has been tamped solidly around the root ball. When $\frac{3}{4}$ of the planting pit is backfilled, water thoroughly, saturate the root ball.
- j. Palms/trees shall be centered and set on the soil mix as described in specification that has been puddled and settled.
- k. Orient the tree or shrub in the same direction, relative to the sun, as it was facing in the previous location.
- l. Backfill each planting pit by placing prepared soil in layers around the root ball. Tamp each layer in place. Avoid displacing the position of the tree/palm or injuring the roots.

- m. At the middle layer, apply slow release fertilizer 50 gm around each tree/palm.
- n. When 1/3 of the backfill soil mix has been placed, fill space with water and allow soil to settle around the roots. Complete backfilling.
- o. Palms/trees shall be set with the soil level even with the finish grade and planted to give the best appearance in relationship to adjacent structures or surroundings.
- p. Install the hose and sprinkler for irrigating the crown of the tree/palm only.
- q. The tree/palm shall be kept moist. The crown of the palm shall be irrigated at least once a day, for a minimum period of one (1) hour in the early evenings. Do not irrigate the crown of the palms during the day to prevent evaporation of water from the surface of the leaves that may lead to leaf scorching.
- r. The root ball shall be drenched with rooting hormone once every two (2) weeks. A mild fungicide shall also be applied every two (2) weeks to the root ball area of the tree/palm.
- s. Mild liquid fertilizer shall be applied to the crown of palm three (3) months after planting.

3.3.4 Staking and Guying

- a. Stakes for tree support shall be rough sawn wood, free from knots, rot, cross grain or other defects that impair the strength. Stakes shall be treated with pentachlorophenol or other approved non injurious green preservative.
- b. Immediately after planting, the Contractor shall stake all trees and palms of 3.0m overall height and below. The Contractor shall guy all larger trees and palms of above 3.0m overall height.
- c. Support each tree/palm immediately after planting. Install at least three (3) guys spaced equally about each tree/palm.
- d. Encase each guy wire in a resilient tree tie and attach it to the trunk an angle of approximately 60 degrees, at about 1/3 the height of the tree/palm.
- e. Anchor each guy to notched stakes. Drive the stakes into the ground angled away from the tree/palm. Drive tops of stakes at least 400mm below the surface of the ground.

- f. Tighten each guy with its turnbuckle. Keep the guys taut.

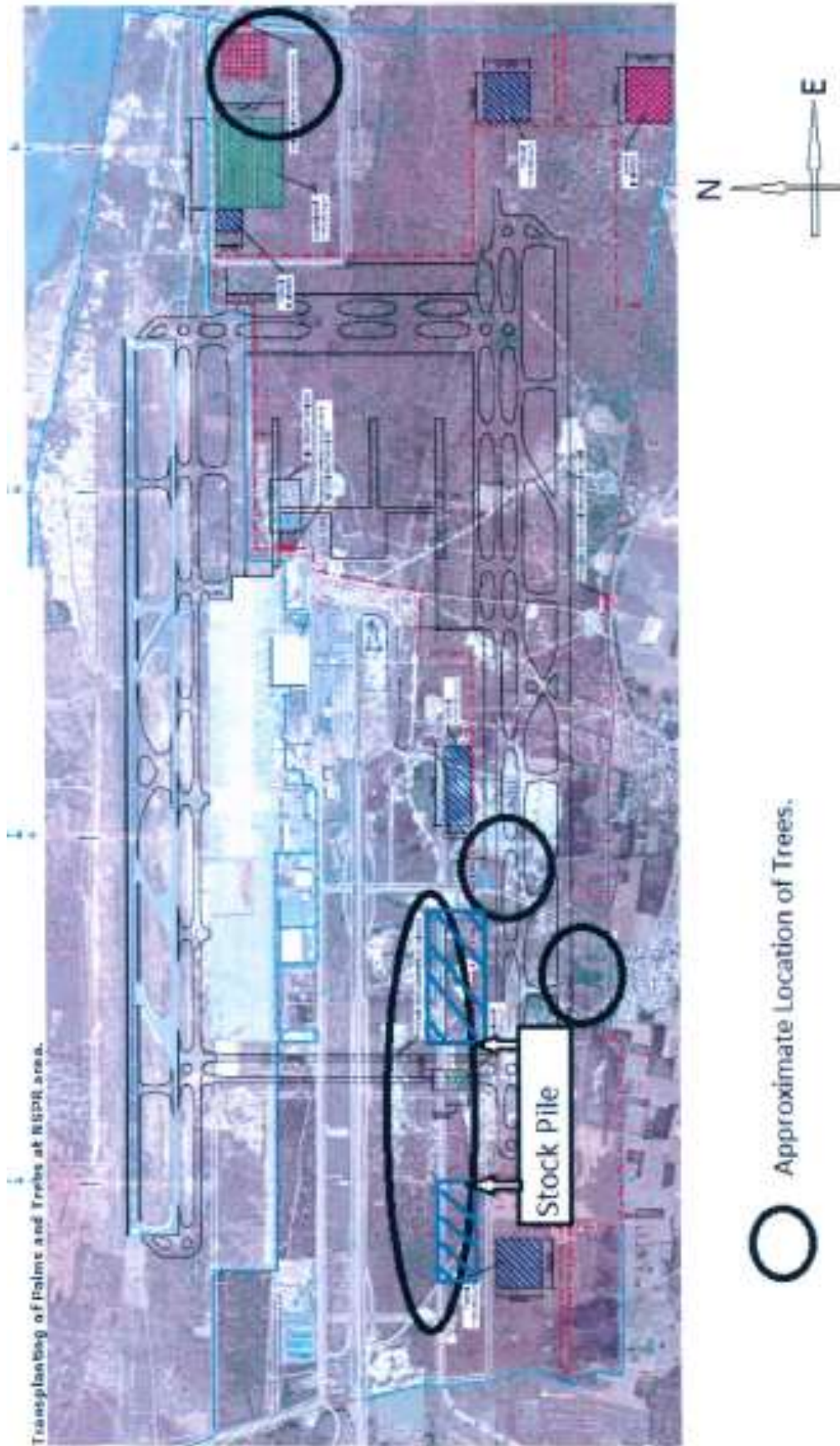
IV ESTABLISHMENT MAINTENANCE

1 Maintenance works under this section includes but is not limited to the following:

- 1.1 The Contractor shall work closely with the BIAL's Representative to set up a maintenance schedule.
- 1.2 The Contractor shall protect areas that are exposed to traffic by erecting barricades immediately after transplanting is complete.
- 1.3 The Contractor shall irrigate planting areas as required to ensure active growth. The areas shall be kept moist but not saturated. The Contractor shall regulate irrigation as necessary to avoid erosion and gully formations.
- 1.4 The Contractor shall fertilize as needed in accordance with the manufacturer's recommendations and five days prior to the Final Maintenance Inspection. The Contractor shall exercise caution, proper supervision and take necessary measures to avoid scorching of plants.
- 1.5 The Contractor shall keep planting areas free of weeds and undesirable grasses through daily weeding if required. Remove the entire root system of all weeds. Disposal of all weeds in appropriate trash containers is to be ensured. All nut grass shall be manually removed before flowering.
- 1.6 The Contractor shall inspect all plants for disease infestation or insect attack weekly and treat the infected plant materials immediately with appropriate fungicide or insecticide until complete recovery.
- 1.7 The Contractor shall remove damaged or diseased growth from all plant materials.
- 1.8 The Contractor shall restate, tighten, repair, reset guys to proper grades or upright position for any plant that are not in their proper growing position.
- 1.9 The plant materials must be maintained to ensure healthy and active growing condition for approval during the Final Maintenance Inspection.
- 1.10 The Contractor shall prune all trees as directed by the BIAL's Representative to establish desired form, habit and appearance.
- 1.11 The Contractor shall maintain records of maintenance procedures including manpower, description of tasks, fertilizers, irrigation, etc. These records shall be submitted to the BIAL's Representative upon completion of formal maintenance period.

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Tentative Layout plan for reference purpose only. Actual site conditions must be checked and shall be considered by the bidder.



**ANNEXURE -A
(Part-2)**

BIDDER'S ELIGIBILITY CRITERIA AND SUBMITTALS

SL. No.	Criteria	Submittals/ Proofs
1	The Bidder should be specialized with minimum of two years' of experience in the field of transplantation works at anywhere in the major Airports, shopping malls, five star hotels building, tech parks, institutions, etc.	Completion certificates of similar kind of transplantation works.
2	The Bidder should be equipped with the necessary tools and machinery to maintain the similar kind of transplantation works	List of tools, machinery and equipment available.
3	The Bidder should be able to provide the required manpower to manage the similar kind of transplantation works.	Details of manpower and recruitment plan.
4	The Bidder should be financially sound and should manage the similar kind of transplantation works	Details of Income tax paid and turnover of the Company/ Firm.

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ANNEXURE B

SCHEDULE OF QUANTITIES AND PRICING

1. QUANTITIES & PRICING

The prices set forth herewith in ‘Schedule of Quantities and Pricing’ shall remain firm in respect of all Work performed and services provided to satisfactorily complete the work as described in this Contract.

Contractor agrees that payment in accordance with the prices set forth herein in shall constitute full payment for performance of Work and shall cover all costs of whatever nature incurred by Contractor in accomplishing the Work in accordance with the provisions of the Contract, unless otherwise specified.

SCHEDULE OF QUANTITIES & PRICES FOR TRANSPLANTATION OF PALMS AND TREES AT NSPR AREA

The Schedule of Quantities and Prices for the Contract are attached in excel sheets are as follows:

Sl	Item	Item	Unit of	Qty	Rate	Total	Delivery
No	Description	Specification	Measure	Required	Per Unit (Rs.)	Amount (Rs.)	Schedule
1	Transplanting of Palms (Coconut and date Palms)	Transportation of Palms and Trees including excavation, bar lapping, lifting, loading, transportation and transplanting. Digging pits, manure or sludge, sand, fertilizer, growth hormone/rootex/bio fertilizer, guying, flooding with water, dressing including removal of rubbish and surplus earth, with 1 year free maintenance including weeding, watering, spraying, guying and fertilizer application. Maintenance period will be starting after transplantation of Tree and Palms.	Nos	400	-	-	
2	Transplanting of Trees (Spathodia, Albiza saman and peltophorum and etc.,)	Transportation of Palms and Trees including excavation, bar lapping, lifting, loading, transportation and transplanting. Digging pits, manure or sludge, sand, fertilizer, growth hormone/rootex/bio fertilizer, guying, flooding with water, dressing including removal of rubbish and surplus earth, with 1 year free maintenance including weeding, watering, spraying, guying and fertilizer application. Maintenance period will be starting after transplantation of Tree and Palms.	Nos	25	-	-	
3	Maintenance	For 1 year as stated above	Month	12		-	
				Sub Total		-	
4	Service Tax if any				%	-	
5	Swacch Bharath Cess				%	-	
				Grand Total Amount		-	

*** Notes:**

1. The Contractor has to mention Type of Equipment, Quantity in separate sheet.
2. The Contractor has to give list of man power deployment and their wages in separate sheet.
3. The Quote may not valid without above mentioned sheets.

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ANNEXURE C

QUALIFICATION QUESTIONNAIRE

1	Applicant	
1.1	Full Name	
1.2	Jurisdiction of Incorporation	
1.3	Registration Number	
1.4	Registered Address	
	Please attach:	
1.5	Current registration certificate	
1.6	Most recent audited accounts, year ending:	
2	Parent Company providing Guarantee (if applicable)	
	If you are a subsidiary within a group of companies, we seek a parent company guarantee of your performance of this services agreement; otherwise this Section 2 is not applicable	
2.1	Name of Parent providing Guarantee	
2.2	Jurisdiction of Incorporation	
2.3	Registration Number	
2.4	Registered Address	
	Please attach:	
2.5	Current registration certificate	
2.6	Most recent audited accounts, year ending:	
3	Contact Person for this Consultancy Services Agreement	
3.1	Name	
3.2	Address for Courier	
3.3	Office Phone	
3.4	Mobile Phone	
3.5	Fax	
3.6	E-mail Address	
4	Bank Providing Tender, Other Bonds & insurances (if applicable)	
4.1	Name of Bank	
4.2	Branch of Bank	
4.3	Please attach letter from bank confirming its willingness to provide bonds in the specified forms	
5	Disclosure of Interests	
	Please disclose here any beneficial financial interest which exists, or may exist, between yourselves and the following or their affiliates:	
5.1	BIAL	
5.2	The GVK group of companies	

	Certifications & Procedures	
	Please attach your current corporate Quality Procedure, Safety Manual and certification(s) for:	
6.1	Quality, e.g. ISO 9000	
6.2	Environmental Management, e.g. ISO 14000	
6.3	Other relevant certifications	
7	Reference Project # 1 (works of similar nature, scale, complexity and time constraints, and executed in a region with a similar climate)	
7.1	Employer	
7.2	Main Contractor	
7.3	Project #	
7.4	Project Name	
7.5	Approximate Value of Consultancy Services agreement	
7.6	Start Date - Completion Date: Planned & Actual	
7.7	Brief Description & Indicative Quantities	
7.8	Reference Contact, Name & Phone	
8	Reference Project # 2 (works of similar nature, scale, complexity and time constraints, and executed in a region with a similar climate)	
8.1	Employer	
8.2	Main Contractor	
8.3	Project #	
8.4	Project Name	
8.5	Approximate Value of Consultancy Services agreement	
8.6	Start Date - Completion Date: Planned & Actual	
8.7	Brief Description & Indicative Quantities	
8.8	Reference Contact, Name & Phone	

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9	Reference Project # 3 (works of similar nature, scale, complexity and time constraints, and executed in a region with a similar climate)	
9.1	Employer	
9.2	Main Contractor	
9.3	Project #	
9.4	Project Name	
9.5	Approximate Value of Consultancy Services agreement	
9.6	Start Date - Completion Date: Planned & Actual	
9.7	Brief Description & Indicative Quantities	
9.8	Reference Contact, Name & Phone	

10	Current Commitments (for each project currently on hand of a similar nature, please list the following information)			
	Project Identification	Expected Completion Date	Outstanding Value, (INR)	Key Personnel Involvement
10.1				
10.2				
10.2				
10.4				
10.5				
10.6				

11	Litigation & Arbitration History					
	Please provide the following information upon each litigation and arbitration in which you were a party in the years 2004 to 2006 inclusive; in descending order of combined amount in dispute:					
	Claimant or Respondent?	Claim Amount	Counterclaim Amount	Arbitration or Litigation?	Date Commenced	Date Concluded
11.1						
11.2						
11.3						
11.4						
11.5						
11.6						
11.7						
11.8						
11.9						
11.10	Remainder as Claimant					
11.11	Remainder as Respondent					

12	Assumptions, Exceptions and Deviations in the proposed tender
12.1	Identify here any provision(s) of the attached documents proposing your assumptions, exceptions and deviations to tender:
12.2	Identify here any provision(s) of the attached document which materially increases your price:

13	Authorized Representative Certificate
	After carefully studying the Invitation to Tender, the intended form of Consultancy Services agreement and their attachments, all necessary enquiry, and obtaining all necessary corporate authorities, I hereby:
13.1	certify that the information in and attached to this Qualification Questionnaire (including any Joint Ventures' information) is in all respects complete and correct
13.2	confirm that we are willing and able to tender, negotiate, execute and perform the proposed Consultancy Services agreement, and to provide the Tender Bond, indemnity and insurances and, if applicable, Parent Company Guarantee
13.3	undertake that, we will provide a competitive and good faith tender for the whole of the proposed Consultancy Services agreement
Full Name	
Position	
Company	
Date	
Signature	

ANNEXURE D

TEMPLATE AGREEMENT FOR EXECUTION OF WORKS

This **AGREEMENT FOR EXECUTION OF WORKS** (this ‘Agreement’) is executed on this _____, (the “Effective Date”) by and between:

BANGALORE INTERNATIONAL AIRPORT LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Administration Block, Bengaluru International Airport, Bangalore 560 300, India (hereinafter referred to as ‘**BIAL**’ or “**Employer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the **First Part**;

AND

_____, having its Registered Office at _____, represented herein by its _____ (hereinafter referred to as the “**Contractor**”, which expression shall mean and include, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the **Second Part**.

BIAL and the Contractor are hereinafter referred to individually as a ‘**Party**’ and collectively as the ‘**Parties**’, as the context may require.

WHEREAS

- A. Pursuant to a Concession Agreement entered into between BIAL and the Government of India, BIAL has been granted the exclusive right and privilege to carry out the development, construction, commissioning, maintenance, operation and management of the Airport (defined later), in accordance with the terms contained therein.
- B. BIAL has begun the process of modernizing and developing the Airport to make it an airport on par with the highest international standards (“**Project**”). The plan envisages complete refurbishment and enhancement of existing facilities at the Airport and construction of related infrastructure as also building new airport facilities and provision of related infrastructure.
- C. The Contractor is engaged in the business of landscape transplantation works at NSPR.
- D. In connection with the Project, BIAL was desirous of engaging a contractor for performing transplantation of palms and trees (“**Works**”) at the Airport. Pursuant to BIAL’s request for proposal, the Contractor has submitted a proposal to provide the required Works. Based on subsequent discussions and negotiations between the

Parties, BIAL has expressed its desire to engage the Contractor for executing the Works, on a non-exclusive basis and the Contractor has agreed to provide the same, subject to the terms and conditions set-forth in this Agreement.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AS UNDER:

SECTION 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following capitalised terms shall have the respective meanings ascribed to them below. Other terms are defined in the context in which they appear elsewhere in the Agreement, including the Appendices hereto.

1.1.1 **"Advance Payment"** means the sum set out in **Schedule D**

1.1.2 **"Affected Party"** means a Party whose performance of its obligations under the Agreement is prevented, hindered or delayed in whole or in part by reason of Force Majeure, as detailed in Section 26.1 of this Agreement.

1.1.3 **"Airport"** means the international airport constructed, operated and to be expanded by BIAL at Devanahalli, near Bangalore in the State of Karnataka and includes all its buildings, equipment, facilities, systems and the existing T1 and further airport developments.

1.1.4 **"Applicable Laws"** means, all laws, promulgated or brought into force and effect by the Government of India (GoI) or the Government of Karnataka (GoK), including the regulations and the rules made thereunder, and judgments, decrees, injunctions, writs and Orders of any Court of record, as may be in force and effect, during the subsistence of this Agreement.

1.1.5 **"Applicable Permits"** means, all clearances, permits, authorizations, no objection certificates, consents and approvals required to be obtained or maintained under the Applicable Laws, in connection with the design, engineering, financing, procurement, construction, operation and maintenance of the Works during the subsistence of this Agreement.

1.1.6 **"BCAS"** means the Bureau of Civil Aviation Security.

1.1.7 **"BIAL's Representative"** means, the person, company or firm appointed by BIAL to act as its representative for the purposes of this Agreement, or such other person appointed from time to time, by BIAL and notified as such to the Contractor.

- 1.1.8 **“Commencement Date”** means the date on which the Contractor commences execution of the Works under this Agreement being
- 1.1.9 **“Completion Certificate”** means the certificate to be issued by BIAL to the Contractor in accordance with Section 12.5.1 of this Agreement.
- 1.1.10 **“Completion Date”** shall mean, the date on which, the Works are fully executed and completed to the utmost satisfaction of BIAL, which is specified in the Completion Certificate.
- 1.1.11 **“Confidential Information”** means any and all technical, financial, operational, business or other information or data, manuals, drawings, books, records, agreements entered into by BIAL with third parties photographs and documents, whether in hard copy or electronic form, that is disclosed orally, in writing, in machine readable form, electronically, by visual presentation, by delivery of items, by permitting access to such information or sites or otherwise, by or on behalf of BIAL to the Contractor.
- 1.1.12 **“Contract Price”** shall have the meaning ascribed to such term in Section 3.1 of this Agreement.
- 1.1.13 **“Contractor’s Equipment”** means, all appliances and things of whatsoever nature (other than non-movable materials, forming part of the Temporary Works (defined later)), required for the execution of the Works, but does not include the materials or other things intended to form or forming part of the Permanent Works (defined later).
- 1.1.14 **“Contractor’s Personnel”** means, the Contractor’s Representative (defined later) and all personnel, whom the Contractor utilizes on the Site (defined later), who may include the staff, labour and other employees of the Contractor and of each subcontractor; and any other personnel assisting the Contractor in the execution of the Works.
- 1.1.15 **“Contractor’s Representative”** means, the person appointed by the Contractor to act as its representative for the purposes of this Agreement, or such other person appointed from time to time, by the Contractor and notified as such to BIAL.
- 1.1.16 **“DGCA”** means the Directorate General of the Civil Aviation, Government of India or any successor entity.

- 1.1.17 “**Defects**” or “**Deficiencies**” means any one or a combination of the following, or items of a similar nature:
- a) when used with respect to the performance of any labour or service or execution of Work (including those provided by a lower tier subcontractors or suppliers), such items that are not provided in a highly professional and workman like manner, and with due care and skill, consistent with the standards of quality and performance set forth in the Agreement and as per the Specifications and project schedules set forth herein;
 - b) when used with respect to structures, materials, equipment, software, system, product, Works or any parts thereof (including those provided by a Subcontractor), such items that are not (i) new and of good quality and free from improper workmanship and defects in accordance with the standards set forth herein and the highest standards of procurement and manufacturing, or (ii) free from errors and omissions in engineering services in light of such standards; or (iii) in compliance with the Specifications and Service Levels; and
 - c) in general (including work and items provided by a Subcontractor), (i) Work that does not conform to the Specifications and/or requirements of the Agreement, (ii) Work that is not free from excessive corrosion or erosion or (iii) any engineering, start-up activities, materials, Equipment, Software, tools, supplies, commissioning, optimization or training that (a) does not conform to the standards and/or Specifications set forth herein, (b) has improper or inferior workmanship or (c) would adversely affect the ability of the Works to meet the Specifications on a consistent and reliable basis; and “**Defective**” and “**Deficient**” shall be construed accordingly.
- 1.1.18 “**Defects List**” shall have the meaning ascribed to such term, in Section 12 of this Agreement.
- 1.1.19 ‘**Drawings**’ means, all of the drawings, designs, calculations and documents listed in Schedule A required to be followed by the Contractor for executing its obligations under this Agreement.
- 1.1.20 ‘**Encumbrances**’ means, any physical encumbrance and encroachment, and other encumbrances such as, mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind, having the effect of security or other such obligations pertaining to the design and execution of the Works.
- 1.1.21 “**Force Majeure**” means any event or circumstance or combination thereof, which satisfies all of the following (i) materially and adversely affects the

performance of an obligation by a party; (ii) are beyond the reasonable control of the Affected Party, provided that delays and failures attributable to the Contractor and its subcontractors and lower tier suppliers shall be deemed to be delays and failures within the control of Contractor; (iii) are such that the Affected party could not have prevented or reasonably overcome with the exercise of reasonable skill, care and diligence; and (iv) do not result from the negligence, misconduct, breach or default on part of the Affected Party. Force Majeure includes the following conditions provided they satisfy the foregoing conditions: war (whether declared or undeclared), act of sabotage, revolution, act of terrorism, explosions, radioactive or chemical contamination, nationwide strikes or lockouts, fire, floods, earthquake, tidal wave, cyclones, tornado, epidemics, aircraft accidents or breakdowns within the Airport. However, force majeure conditions shall not include rain related delays.

- 1.1.22 **“Liquidated Damages”** means the amount to be paid or allowed by the Contractor to BIAL as compensation or damages for delay pursuant to Section 14.
- 1.1.23 **“Maintenance”** means, the maintenance, performance and upkeep of the Works during the Term (defined later), and includes, but, is not limited to functions of maintenance and performance of other services incidental thereto.
- 1.1.24 **“Maintenance Period”** shall have the meaning ascribed to such term in Section 12 of this Agreement.
- 1.1.25 **‘O&M’** means, the operation and maintenance of the Works during the Term (defined later), and includes, but, is not limited to functions of maintenance and performance of other services incidental thereto.
- 1.1.26 **“Performance Security”** means the performance guarantee and such other security, if any, to be furnished by the Contractor under the terms of the Agreement.
- 1.1.27 **“Permanent Works”** means, the permanent works to be executed (including without limitation, all permanent structures and all work intended to form a continuing function after completion, and any other work contractually required to be left in situ) in accordance with this Agreement.
- 1.1.28 **“Project”** means the designing and expanding of T1, being undertaken by BIAL in order to increase the passenger capacity of the Airport.

- 1.1.29 **“Provisional Completion Certificate”** shall have the meaning ascribed to such term, in Section 12.4.1 of this Agreement.
- 1.1.30 **“Relevant Authority”** includes the Gol, Airports Authority of India (AAI), DGCA, BCAS, Department of Customs Chief Electrical Inspector to the Government, the Ministry of Finance or any other subdivision or instrumentality thereof, GoK, any local authority, or any authority empowered by the Applicable Laws and any central or state government or governmental department, commission, board, body, bureau, agency, authority or any companies owned by Gol and/or GoK, any instrumentality, court or other regulatory, judicial or administrative body having jurisdiction over the Parties, the Airport, the Works and facilities or any portion thereof, or the performance of all or any of the service or obligations of the Parties.
- 1.1.31 **“Retention Money”** shall have the meaning ascribed to such term in Section 15 of this Agreement.
- 1.1.32 **“Site”** means the lands and other places on, under, in or through which the Works are to be executed or carried out, indicated and provided by BIAL for the purposes of this Agreement together with such other places as may be specifically designated in this Agreement as forming part of the site.
- 1.1.33 **“Specification/s”** means the technical specification annexed to this Agreement and includes Indian or British or other approved standard specifications where required by the specification to be followed, as more specifically defined in Schedule C hereto.
- 1.1.34 **“Subcontract”** means a subcontract awarded to a subcontractor by the Contractor.
- 1.1.35 **“Subcontractor”** means any subcontractor to whom a part of the Works has been subcontracted or to whom the supply of any good or materials or labour and services for the Works has been subcontracted.
- 1.1.36 **‘Taxes’** shall mean, any and all taxes (including service tax), levies, imposts, duties, tariffs, charges, deductions, cess (including the building and other construction workers’ welfare cess), surcharge or withholdings that are, or that are to be, imposed, levied, collected, withheld or assessed by either Gol or GoK, together with any and all interests, penalties, claims or other liabilities arising under or relating thereto, including any applicable stamp duty and registration charges.

1.1.37 “**Temporary Works**” means, all works required in or for the execution of the Works other than Permanent Works.

1.1.38 ‘**Term**’ shall have the meaning ascribed to such term in **Section 23** of this Agreement.

1.1.39 “**Time Schedule**” means, the progressive project milestones set-forth in **Schedule B** hereto, for the execution of the Works, complete in all respects by the Completion Date.

1.1.40 “**Works**” shall mean, the activities to be carried-out and the works to be completed by the Contractor with regard to:

Transplantation of Palms and Trees at NSPR which includes clearing and grubbing existing wild vegetation, topsoil for soil mix preparation and backfilling, plant material for transplantation, transportation and Transplantation of planting material on new location, Containerizing of transplanted plant materials, supply of other landscape materials including staking /guying etc., weed control after transplanting till handover, attendance to defects during defects liability/maintenance period, housekeeping & disposal of debris (on and off site), establishing and maintaining quality assurance, health & safety norms.

in accordance with this Agreement and includes materials, apparatus, equipment, plant, fittings and things of all kinds to be provided and work to be done by the Contractor under this Agreement and shall mean, either the Temporary Works or Permanent Works, as more specifically defined in Schedule C hereto.

1.2 Interpretation

1.2.1 Any reference to a statutory provision, shall include, such provision, as is, from time to time, modified or re-enacted or consolidated, so-far-as, such modification or re-enactment or consolidation applies or is capable of applying, to any transaction entered into hereunder, and whether before or after the date of this Agreement, and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

1.2.2 References to the Applicable Laws shall include, the laws, Acts, ordinances, rules, regulations, notifications, guidelines or byelaws, which have the force of law, and which are framed by Gol or GoK, and which are in force at the date of signing this

Agreement, or are reasonably foreseeable, as likely to have the force of law during the currency of this Agreement.

- 1.2.3 The words importing singular shall include, plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity).
- 1.2.4 The headings are for convenience of reference only, and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.
- 1.2.5 The words beginning with capital letters and defined in this Agreement shall have the meaning ascribed to it herein, and the terms and words defined in the Schedules and elsewhere in the Agreement, shall have the meaning ascribed thereto.
- 1.2.6 The words ‘include’ and ‘including’ are to be construed without limitation.
- 1.2.7 Reference to ‘construction’ include, unless the context otherwise requires, investigation, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction.
- 1.2.8 Any reference to any period of time shall mean, a reference to that according to Indian Standard Time.
- 1.2.9 Any reference to a day shall mean, a reference to a calendar day.
- 1.2.10 Any reference to a month shall mean, a reference to a calendar month.
- 1.2.11 The Schedules to this Agreement form an integral part of this Agreement, and will be in full force and effect, as though, they were expressly set-out in the body of this Agreement. Terms defined in the Schedules shall have the same meaning throughout this Agreement.
- 1.2.12 Any reference at any time to any agreement, deed, instrument, license or document of any description, shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference.
- 1.2.13 References to Recitals, Section, Sub-Clauses, Paragraphs or Schedules in this Agreement shall, except where, the context otherwise requires, be deemed to be

references to Recitals, Sections, Sub-Clauses, Paragraphs and Schedules of or to this Agreement.

- 1.2.14 The words ‘written’ and “in writing” includes, a facsimile transmission and any means of reproducing works in a tangible and permanently visible form, with confirmation of transmission.
- 1.2.15 Any reference in this Agreement to any statute or statutory provision, shall be construed as including, a reference to that statute or statutory provision, as from time to time, amended, modified, extended or re-enacted, whether before or after the date of this Agreement, and to all statutory instruments, Orders and regulations for the time being made, pursuant to it or deriving validity from it.
- 1.2.16 In case of any ambiguity or discrepancy between the Sections and the Schedules, the Sections shall prevail.

SECTION 2 - SCOPE

- 2.1 The Contractor shall complete the construction of the Works in strict compliance with the scope of Works and Specifications stipulated in this Agreement and in accordance with terms and conditions of this Agreement and the terms, timelines, Drawings, specifications, etc., contained in the **Schedule C and B**.
- 2.2 The Contractor undertakes to discharge its obligations under this Agreement at its own cost and risk.
- 2.3 The Contractor shall comply with all instructions and directions given by BIAL from time to time, with respect to the execution of the Works.
- 2.4 The Contractor shall make its own arrangements for obtaining the airside entry permits to its workmen, and shall strictly adhere to the safety guidelines / operational area limitations as set-out in **Schedule E**.
- 2.5 The Works comprise:
- 2.5.1 Those of the Works and Specifications and the deliverables set forth in **Schedule C**, and obtaining the approval thereto of BIAL and all statutory authorities having jurisdiction there over;
- 2.5.2 all additions, omissions and variations thereto instructed by BIAL directly to the Contractor and confirmed in writing by BIAL;
- 2.5.3 Complying with the Interfacing work requirements stipulated in the Agreement, and participating in BIAL’s coordination activities, as they

relate to the Works; “Interfaces” and “Interfacing” means without limitation any and all physical, functional and/or aesthetic / visual interfaces and/or interdependencies; and

2.5.4 Complying with all of the Interfacing obligations involving any or all of the Works.

SECTION 3 - CONTRACT PRICE

- 3.1 BIAL shall, for the execution of the Works by the Contractor in a professional and efficient manner and as per the terms and conditions stipulated in the Agreement and provision of the deliverables as per the time schedule stipulated in **Schedule B**, pay to the Contractor such sums as is detailed in **Schedule D** (hereinafter referred to as the “**Contract Price**”). The Contract Price stipulated under this Contract shall be inclusive of all costs and expenses incurred by the Contractor for the execution of the Works, taxes, spare parts costs and incidental expenses. The Contractor shall be deemed to have satisfied itself, before entering into this Agreement, as to the correctness and sufficiency of the Contract Price to cover all its obligations under and in relation to this Agreement and all matters and things necessary for the proper execution of the Works, whether the same is expressly provided for in this Agreement, or is to be reasonably inferred therefrom, or necessarily incidental thereto. The Contract Price is an item rate contract price, and will be adjusted save, as expressly provided in Section 3 here and Schedule B below. The Contractor shall not be entitled for separate reimbursement for any costs and expenses, unless expressly provided otherwise in the Agreement.
- 3.2 The Parties agree that the fee payable for Maintenance (“**Maintenance Fee**”) as specified in Schedule D is based on yearly rates and such Maintenance Fee for a particular year shall be divided equally into twelve months and converted as monthly payments payable to the Contractor. The Maintenance Fee is exclusive of service tax. Such monthly payments towards the Maintenance Fee will be made by BIAL within thirty (30) days after the end of each calendar month, subject to the Contractor submitting a valid invoice to BIAL with all relevant details and supporting documents, proof for completion of the Works/part of the Works as per the time schedule and certified as such by BIAL’s Representative, proof of deposit of Provident Fund, ESI payment proof, etc., pertaining to that month on the first (1st) day of the next month. However, BIAL is entitled to deduct or withhold payments for any discrepancy in the invoice and / or in the supporting documents. It is specifically agreed that this Maintenance Fee payable to the Contractor; is subject to deduction of applicable tax at source.
- 3.3 The Parties hereto agree that, the Contract Price is inclusive of taxes & duties, what so ever including service tax, work contract tax, excise duty, labour, tools

and plants, packing, freight/transportation, insurance, loading, unloading, fee (s) for testing, license, inspection, documents, insurance, etc., where applicable and includes, any and all direct, indirect and ancillary Taxes, charges and costs of whatsoever nature, all profits, licenses, royalties and other fees, the cost of all spare parts, accessories, consumable materials and special tools to be provided hereunder, and export insurance premiums, export licence fees, re-export licence fees and other charges relating to, or arising out of this Agreement, and execution of the Works, and, in each case, all deductions and withholdings therefor. Any refund or benefit that the Contractor gets after payment of the applicable Taxes, shall be refunded to BIAL, failing which, BIAL shall have the right to make the appropriate deductions from any payment due and payable to the Contractor by BIAL, in addition to other recovery modes that may be available to BIAL, either under law or contract. This right of BIAL to claim such reimbursements shall survive the termination or expiry of this Agreement.

- 3.4 BIAL may withhold or deduct, from the payment of any amount, otherwise payable to the Contractor under this Agreement, and pay on the Contractor's behalf, such Taxes and other sums, if any, as BIAL may be required to withhold or deduct as provided under the Applicable Law.
- 3.5 In the event that, the Contractor fails to make payment of any Tax required to be made by it, BIAL shall make such payment and recover the same by making a claim for indemnity under the provisions of this Agreement.
- 3.6 Without prejudice to any other provision of this Agreement, where, in respect of any Tax, the benefit of any credit is available to the Contractor, BIAL or any other person, the Contractor shall ensure sufficient compliance with the Applicable Laws in relation to such Tax requirements, as would enable BIAL or other person, as the case may be, to avail of such credit to the fullest extent possible, including, where possible, reimbursing the same to BIAL. In the event of change in law at any time, during the Term of this Agreement with regard to payment of service tax or / and Value Added Tax ('VAT'), as a result of which, there is an increase or decrease in the Contract Price, the same shall be made good or recovered by BIAL, to or from the Contractor, as the case may be, on submission of sufficient proof for the same, by the Contractor or BIAL, as the case may be. However, if any dispute arises between BIAL and the Contractor with regard to either the interpretation regarding change in law or calculation of amounts to be paid as service tax or / and VAT on account of change in law, the interpretation of the auditors / counsels of BIAL shall be final and binding on the Contractor.
- 3.7 **Payment Terms**
The Contract Price payable under this Agreement by BIAL to the Contractor shall be paid as per **Schedule D**. BIAL will make payments of undisputed amounts,

within thirty (30) days from the date of receipt of valid invoices from the Contractor, as per the payment schedule detailed in **Schedule D** of this Agreement.

3.8 BIAL shall not give any concessional forms/certificates/permits towards any taxes, duties & other levies like sales tax, customs duty, road taxes/permits, etc. Prices shall be firm throughout the duration of the Agreement and shall not be increased on any grounds. However, any new statutory taxes/duty imposed after the execution of Agreement and during the currency of the Agreement will be reimbursed to the Contractor on producing of required proof.

3.9 Invoicing

The Contractor's invoices for payment shall be prepared in the form stipulated by BIAL. Each invoice shall be accompanied by such supporting documentation and evidence as would enable BIAL to assess the work performed and which demonstrates to the reasonable satisfaction of BIAL that all the relevant performance provisions of this Agreement have been met. BIAL may, from time to time, stipulate requirements in this regard. The Supplier shall provide such clarifications, as BIAL may require, to enable such assessment.

3.10 Withholding and deductions of payments

3.10.1 Withholding payments

BIAL may withhold payment to the extent that it reasonably believes that the Contractor is in breach of its obligations in accordance with this Agreement and shall give the Contractor fifteen (15) days' notice to remedy the deficiency. BIAL will pay all undisputed amounts in accordance with this Agreement. Once the Contractor has cured the deficiency, BIAL will pay the Contractor the amounts withheld. For the avoidance of doubt, it is clarified that such withheld amount shall not incur any interest.

3.10.2 Deductions

BIAL may deduct from the fee payable amounts on account of claims of penalty, costs or claims, loss and/or damages directly incurred by BIAL ("**Direct Damages**") that arise from the negligence of the Contractor. If the breach is such that the same can be remedied, the provisions of **Section 3.10.1** will apply. In case the Contractor fails to remedy the breach, as provided in **Section 3.10.1** above, BIAL has the discretion, without further notice, to deduct such amounts from the fee and this right is in addition to any other rights available to BIAL under this Agreement.

3.11 No payments of invoices or portions thereof shall at any time constitute any approval or acceptance of the whole or any part of the Works under this

Agreement, nor be considered to be a waiver by BIAL of any of the terms of this Agreement.

- 3.12 The Advance Payment stipulated in **Schedule D**, shall be paid against submission of an advance bank guarantee (ABG) for such amount from a scheduled commercial bank by the Contractor. The bank guarantee shall be as per the format attached herewith as Schedule F.
- 3.13 The Contractor agrees and acknowledges that following the payment by the Employer of the Advance Payment, the Employer may deduct an amount on pro rata basis from each Request for Payment until the total deductions made from time to time are equal to the total Advance Payment. Provided that the Advance Payment shall be fully and completely recovered on or before the payment of 80% of the Contract Sum is made to the Contractor. Without prejudice to any other obligations contained in this Contract, the Contractor shall ensure that the progression of Execution of the Works is carried out in such manner to attain the foregoing objective. Provided further that, if the Employer is unable to deduct an amount equal to the Advance Payment, the Employer at its discretion shall be entitled to demand the repayment of the whole of the remaining balance of the Advance Payment or to deduct so much of the outstanding amount thereof from amounts due and payable to the Contractor until the whole of the Advance Payment is repaid.
- 3.14 The Contractor shall maintain the Advance Payment Guarantee so that they shall remain in full force and effect until the expiry of 28 (twenty-eight) days from the date upon which the full amount of the Advance Payment shall have been repaid after which no claim shall be made against the said guarantees. The cost of obtaining each Advance Payment Guarantee shall be at the expense of the Contractor and shall be included in the Contract Sum

SECTION 4 - PERFORMANCE SECURITY

- 4.1 The Contractor shall furnish two different Performance Bank Guarantees ('PBG') to the extent of ten percent (10%) of the Contract Price separately, one each for the Development and for Maintenance Works, not later than seven (7) days from the Effective Date. If respective PBG are not submitted within the stipulated period, interest at the rate of twelve percent (12%) per annum shall be charged till the date of submission of PBG, and the amount @ ten percent (10%) of the gross amount of each running bill would be withheld, till the total amount is recovered, against PBG. If the Contractor fails to extend the validity of PBG, the same can be realized / encashed by BIAL. PBG shall be issued by a bank pre-approved by BIAL, and shall be in the form attached as **Schedule F** to this Agreement. The Contractor shall keep the PBG in force till two (2) months after the expiry of the respective Works, by extending the same from time to time, whether or not the

Contractor receives a reminder for the same from BIAL, failing which BIAL, without any limitation and without prior notice, shall have the right to realize PBG.

- 4.2 BIAL shall be entitled to make a claim under PBG, in the event of:
- 4.2.1 a failure by the Contractor to extend the validity of the Performance Security as described in the preceding paragraph, in which event BIAL may claim the full amount of the Performance Security;
 - 4.2.2 a failure by the Contractor to pay BIAL an amount due, in accordance with this Agreement within thirty (30) days of the due date;
 - 4.2.3 a failure by the Contractor to remedy a default within thirty (30) days after receiving BIAL's notice requiring the default to be remedied; or
 - 4.2.4 circumstances, which entitle BIAL to termination under **Section 24.1** (Termination by BIAL), irrespective of whether notice of termination has been given.
- 4.3 BIAL shall return the Performance Security to the Contractor within two (2) weeks after the expiry of the PBG, which is, two (2) months after the expiry of the Term. The right of BIAL to encash the PBG as stipulated in this Section 4, is without prejudice to any other rights available to BIAL under this Agreement.

SECTION 5 - COMPLIANCE WITH LAWS

The Contractor shall, in performing this Agreement, comply with the Applicable Laws. With regard to such performance, the Contractor shall obtain all Applicable Permits, licences and approvals required by it, to perform its obligations under this Agreement. Where necessary, BIAL shall assist the Contractor in obtaining any Applicable Permit, license and approval required by the Contractor to perform its obligations under this Agreement.

SECTION 6 - RIGHT OF USE OF SITE

- 6.1 BIAL shall hand over to the Contractor permissive possession of the Site for execution of the Works. The Contractor shall have the right to enter upon, occupy and use the Site only for the purpose of execution of the Works, subject to:
- 6.1.1 Any right of public passage or access, existing over any part of the Site from time to time;
 - 6.1.2 The rights and obligations of the persons or the authority under any Applicable Law and pursuant to any Applicable Permit;
 - 6.1.3 The right of the users to use the Site, or of the public to use any other road or highway; and

- 6.1.4 The rights of access for BIAL, authorised representatives of Gol, GoK, BIAL's lenders' representative, and any Relevant Authority having jurisdiction over the Site, including those concerned with safety, security or environmental protection, to inspect the Project, and to investigate any matter, within their authority, and upon reasonable notice. The Contractor shall provide to such persons, assistance reasonably required to carry-out their respective duties and functions.
- 6.2 The Contractor shall not part with, or create any Encumbrance, on the whole or any part of the Site.
- 6.3 The Contractor shall not, without the prior written consent or approval of BIAL, and BIAL's Representative, use the Site for any purpose other than for the purpose of execution of the Works and the implementation of the Works.
- 6.4 The Contractor shall be deemed to have satisfied itself about the condition of, location and access to the Site and shall not be entitled to make any claims for increase in Contract Price or extension of time due to any conditions or fault at the Site, which the Contractor discovers during execution of the Works. If and to the extent that an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site and BIAL's conceptual design before submitting the detailed design, the time for completion shall not be extended and the Contract Price shall not be adjusted.
- 6.5 Any materials or T & P, etc., found lying outside the sites approved by BIAL shall be removed by BIAL at the risk and cost of the Contractor. With regard to construction safety measures the contractor shall adhere to various Indian Standard Codes of Practice, requirements of Provincial Government and local Municipal Authority wherever the provisions of the latter two agencies shall be more stringent than the provisions of the former. When these codes do not exist, the contractor shall adhere to such safety measures as directed by BIAL.
- 6.6 The Contractor shall, during construction, provide barricades at its own cost as per Specifications prescribed by BIAL to segregate the working area to ensure safety of all concerned. The type of barricade is of fencing with proper support or as approved by BIAL.

SECTION 7 - ENGAGEMENT OF LABOUR

- 7.1 The Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, feeding and transport.

- 7.2 The Contractor shall pay rates of wages and observe conditions of labour, which are not lower than those established for the trade or industry, where the Work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions, which are not lower than the general level of wages and conditions observed locally by other contractors, whose trade or industry is similar to that of the Contractor.
- 7.3 Neither Party shall, without the consent of the other Party, recruit or attempt to recruit staff and labour from the other.
- 7.4 The Contractor shall comply, and shall require its subcontractors to comply, with all the relevant labour laws applicable to the Contractor and the Contractor's Personnel, including the Applicable Laws relating to their employment, timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require its employees to obey all the Applicable Laws, including those concerning safety at work.
- 7.5 Subject to the Applicable Laws, the Contractor may carry-out the Works on all days and at all times, including recognised days of rest and at night, as the Contractor deems fit. If contributory work or supervision services by BIAL on or at such days and times are required, they shall be provided by BIAL free-of-charge, unless otherwise, agreed to by the Parties in writing. BIAL shall provide such assistance as the Contractor shall reasonably require, when the Contractor applies for permits for overtime, night-work, shift-work and work on public holidays and days of rest.
- 7.6 The Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall not permit its personnel to set-up living quarters / facilities, anywhere within the Airport premises.
- 7.7 The Contractor shall at all times, take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that, medical staff, first-aid facilities, sick bays and ambulance services are available at all times at the Site and at any accommodation for the Contractor's and BIAL's Personnel, and that, suitable arrangements are made for all necessary welfare and hygiene requirements, and for the prevention of epidemics.

- 7.8 The Contractor shall appoint a safety officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide, whatever is required by this person to exercise this responsibility and authority. The Contractor shall send to BIAL details of any accident, as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as BIAL may reasonably require.
- 7.9 Throughout the execution of the Works, and as long thereafter, as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the Work.
- 7.10 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. Key managers, site engineers / engineers, etc., of the Contractor with appropriate skill and experience necessary for the purpose of executing the Works, shall be appointed. Any change by the Contractor in the key personnel for the purpose of executing the Works, shall be done only after obtaining the prior written consent of BIAL. BIAL may require the Contractor to remove (or cause to be removed) any person employed on the Site, or in the preparation of the Works, including the Contractor's Representative, if applicable, who:
- 7.10.1 persists in any misconduct, or lack of care;
 - 7.10.2 carries-out duties incompetently or negligently;
 - 7.10.3 fails to conform with any provision of this Agreement; or
 - 7.10.4 persists in any conduct, which is prejudicial to the safety, health or the protection of the environment;
- provided, the person's misdemeanour is such that, BIAL cannot reasonably be expected to tolerate the person's further employment on the Site, or in the preparation of the Works. If appropriate or if required by BIAL, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.
- 7.11 The Contractor shall submit, to BIAL, details showing the number of each class of the Contractor's key personnel, and of each type of the Contractor's major equipment on the Site. Details shall be submitted each calendar month, in a form approved by BIAL, until the Contractor has completed all work, which is known to be outstanding at the completion date stated in the **Provisional Completion Certificate**, for the final section comprised in the Works.

- 7.12 The Contractor shall at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of the persons and the property on the Site, or related to the preparation of the Works. The Contractor shall immediately remove and replace from the Works, any of the Contractor's Personnel, who engage in unlawful, riotous or disorderly conduct.
- 7.13 On or before the date of issue of the Provisional Completion Certificate by BIAL in accordance the terms of this Agreement, the Contractor shall deliver to BIAL a statement stating that the labour that has been employed by the Contractor in carrying out the Works, including the labour employed by Subcontractor, lower tier subcontractors, have received all wages, salaries and emoluments due to them in connection with such employment and that all dues under any Applicable Laws have been paid.
- 7.14 Without prejudice to any other clause of the Agreement, the Contractor shall at all times save harmless and indemnify BIAL from and against all claims, liabilities, expenses, costs and losses suffered or incurred by the Contractor which may arise out of or in connection with the employment of any labour for the Execution of the Works.
- 7.15 The Contractor shall provide a valid Provident Fund registration number, and evidence of the same shall be enclosed.
- 7.16 The Contractor shall comply with all the statutory compliance as described in **Schedule G**.

SECTION 8 - SUB-CONTRACTING OF WORKS

- 8.1 The Contractor shall not subcontract any portion of the Works, without the prior written consent of BIAL.
- 8.2 The Contractor shall be responsible for the acts or defaults of any subcontractor, his agents or employees, as if, they were the acts or defaults of the Contractor. The Contractor shall inform BIAL in advance (and in writing) of the intended appointment of the subcontractor, with particulars and his relevant experience.

SECTION 9 - CONTRACTOR'S SUPERVISION OF WORKS

- 9.1 The Contractor shall appoint the Contractor's Representative, and shall give him all authority necessary to act on the Contractor's behalf, under this Agreement.

- 9.2 Unless the Contractor's Representative is named in this Agreement, the Contractor shall, prior to the Effective Date, submit to BIAL for consent, the name and particulars of the person, the Contractor proposes to appoint as the Contractor's Representative. If the consent is withheld or subsequently revoked, or if the appointed person fails to act as the Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
- 9.3 The Contractor's Representative shall, on behalf of the Contractor, receive instructions for undertaking its obligations under this Agreement.
- 9.4 The Contractor shall supplement its staff with whatever additional supervisory personnel are required to ensure that, the Works shall be completed by the Completion Date set forth in Schedule B.
- 9.5 The Contractor shall be responsible for:
- 9.5.1 the accurate setting-out of the Works and the correctness of the position, levels, dimensions and alignment of all parts of the Works; and
- 9.5.2 the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.
- 9.6 If, at any time, during the execution of the Works, any error appears in the positions, levels, dimensions or alignments of any part of the Works, the Contractor, on being required so to do, by BIAL's Representative, shall, at its own cost, and with no entitlement to any extension of time, rectify such error to the satisfaction of BIAL's Representative.
- 9.7 The checking of any setting-out, or of any line, or level by BIAL's Representative, shall not, in any way, relieve the Contractor, of its responsibility for the accuracy thereof, and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things / materials used in setting-out the Works.

SECTION 10 - PROTECTION OF WORKS AND MATERIALS

- 10.1 The Contractor shall take full responsibility for the care of the Works from the Effective Date until the Completion Certificate is issued, when responsibility for the care of the Works shall pass to BIAL.
- 10.2 After responsibility has accordingly passed to BIAL, the Contractor shall take responsibility for the care of any Work, which is outstanding on the date stated in the Completion Certificate, until this outstanding Work has been completed.

- 10.3 If any loss or damage happens to the Works during the period when the Contractor is responsible for its care, except, as may be specified in this Agreement, or mutually agreed beforehand, the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that, the Works conform to the requirements specified under this Agreement.
- 10.4 All transport and handling charges, storage charges, charges for watch and ward for Contractor's own materials, or materials issued by BIAL to the Contractor, if any, are included in the Contract Price and no claims on account of such charges shall be entertained by BIAL.
- 10.5 The Contractor shall obtain and maintain adequate insurance policies for the Works. The Contractor shall prove to BIAL, from time to time, that, it has taken-out all the insurance policies referred to in this Agreement, and has paid the necessary premiums for keeping the policies alive, till the expiry of the Maintenance Period.
- 10.6 All materials are in the scope of Contractor.

SECTION 11 - COMPLETION AND PROGRESS OF WORKS

- 11.1 The Works shall be completed by the Completion Date, as per the agreed program schedule. If there is any delay in completion of the Works, for any reason other than the conditions constituting Force Majeure, the Contractor shall pay to BIAL, Liquidated Damages as specified in Section 14. In case of reasons of delay due to Force Majeure, suitable extension of time only will be granted, without payment of any compensation.
- 11.2 BIAL shall release the Site to the Contractor in a phased manner as per the agreed schedule. In case of any delay in handing over of work front, the Contractor shall level its resources accordingly and shall not be entitled to any claim for idling of resources and any other extra cost. However, suitable extension of time may be provided by BIAL pursuant to Section 13.
- 11.3 The Works shall be regarded as complete, when they have reached the stage that the conditions set-out at Section 12 (Maintenance Period) have been fully satisfied and all the obligations of the Contractor under this Agreement have been complied, to the satisfaction of BIAL and as certified by BIAL's Representative.
- 11.4 The Contractor shall serve on BIAL and BIAL's Representative, at least two (2) weeks' notice of the date upon which, the Contractor anticipates that completion will be achieved.

11.5 Prior to making the request for the issue of the Provisional Completion Certificate (whichever is the earlier), the Contractor shall submit to BIAL's Representative the following:

11.5.1 the Operation and Maintenance Manual for the Works (the "O&M Manual") setting-out in detail the standards, schedules, procedures, types, periodicity and other details of the operation and maintenance activities to be carried-out for the Works, during the operations period, so as to meet the O&M requirements, in addition to details of the management information system to be incorporated, reports to be submitted and procedure for reviews;

11.5.2 the Operation & Maintenance Plan (the "O&M Plan") for the first (1st) year of operations; and

11.5.3 the Contractor shall prepare and submit, with reasonable promptness, and in such sequence, as is consistent with the Time Schedule, three (3) copies of all the Drawings to BIAL for review and comments, which shall be detailed, accurately scaled and sequentially numbered, covering all relevant engineering features, which, in relation to structures, shall also include cross-sections in each Drawing, together with an 'as-built' survey illustrating the layout of the Works/Site, and setback lines, if any, of the buildings and structures forming part of the Works, reflecting the Works as actually designed, engineered and constructed.

SECTION 12 - MAINTENANCE PERIOD

12.1 Duration

Maintenance, as detailed in **Schedule C**, will continue for twelve (12) months upon the Contractor receiving the Provisional Completion Certificate from BIAL ("Maintenance Period"); unless extended

This Provisional Completion Certificate shall be issued by BIAL to the Contractor upon the completion of Development work as defined at Cl.12.4.1.

The Completion Certificate shall be issued to the by BIAL to the Contractor upon the completion of all the Works as defined at Cl.12.5.1.

12.2 Plant Materials

The expense of replacement of plant materials during the Maintenance Period will be borne by the Contractor.

12.3 Pre-Maintenance Inspection and Final Inspection

- 12.3.1 At the completion of the Works and prior to the beginning of the Maintenance Period, a pre-maintenance inspection will be held. At the completion of the Maintenance Period, a final maintenance inspection will be held
- 12.3.2 The Contractor shall request these inspections of BIAL's Representative in writing five (5) working days prior to the completion of Work, in order that a mutually agreeable time for inspection may be arranged.
- 12.3.3 BIAL's Representative and the Contractor or its representatives, shall be present at the inspection.
- 12.3.4 If all or certain portion of the Works are not acceptable under the terms and intent of the Drawings and scope of Works and Specifications, the Maintenance Period for the unacceptable works and any related item shall be extended at no cost to BIAL. All rectification works will be subject to acceptance by BIAL's Representative.

12.4 Pre-Maintenance Inspection

- 12.4.1 If, after the pre-maintenance inspection, BIAL's Representative is of the opinion that all Works have been performed in accordance with the Drawings, scope of Works and Specifications as stated in the Agreement and as per authorized field adjustment, BIAL's Representative will issue the Contractor the Provisional Completion Certificate certifying work completion and the beginning of Maintenance Period of twelve (12) months.
- 12.4.2 If, after the pre-maintenance inspection, BIAL's Representative is of opinion that not all Works are acceptable, a snag list ("Defects List") will be issued to the Contractor. Rectification works on the Defects List must be completed within seven (7) days, unless otherwise stated, at the cost of the Contractor and BIAL's Representative will set the final inspection date to verify the rectification works.
- 12.4.3 On the final inspection, if it is the opinion of BIAL's Representative that the rectification works carried out are still not acceptable, BIAL's Representative will issue a direction to the Contractor to rectify the Defects. If, within seven (7) days after receipt of the written notice from BIAL's Representative requiring the Contractor to comply with the said direction and if it fails to do so, BIAL may employ other contractors to give effect to the direction. The extra cost (if any) of doing so will be deducted from any amounts due to the Contractor. Upon completion, BIAL will issue the Contractor the Provisional Completion Certificate certifying work completion and the beginning of Maintenance Period of twelve (12) months.

12.5 Final Maintenance Inspection

12.5.1 At the end of the twelve (12) months Maintenance Period, a final maintenance inspection shall be held. If after the final maintenance inspection, BIAL's Representative is of the opinion that all Works have been performed satisfactory and in accordance with the maintenance schedule as stated in the Agreement, BIAL will issue the Contractor, a Completion Certificate.

12.5.2 If, after the final maintenance inspection, BIAL's Representative is of opinion that not all Works are acceptable, a Defects List will be issued to the Contractor. Rectification works on the Defects List must be completed within seven (7) days, unless otherwise stated, at the cost of the Contractor and BIAL's Representative will set the final inspection date to verify the works. If the Defects List is not completed to the satisfaction of BIAL, the Completion Certificate shall not be issued to the Contractor.

12.5.3 On the final inspection, if it is the opinion of BIAL's Representative that the rectification works carried out are still not acceptable, BIAL will issue a direction to the Contractor to make good the Defects. If, within seven (7) days after receipt of the written notice from BIAL requiring the Contractor to comply with the said direction and it fails to do so, BIAL may employ other contractors to give effect to the direction. The extra cost (if any) of doing so shall be deducted from the amounts due to the Contractor. Upon completion of such Defects List, BIAL will issue the Contractor the Completion Certificate.

SECTION 13 - EXTENSION OF TIME

13.1 The Contractor shall closely monitor the progress of the Works, and shall give written notice to BIAL, with a copy to BIAL's Representative, as soon as it can foresee or ought reasonably to have foreseen any delay or / and a delay to the achievement of the Completion Date.

13.2 Any notice given pursuant to Section 13.1 shall, as precisely as possible, state the likely period of delay to the Completion Date, and specify whether the Contractor considers that it is, or may become entitled to an extension of time for the completion of the Works.

13.3 Following the service of a notice pursuant to Section 13.1, the Contractor must supply BIAL's Representative, with such further supporting documentation and

information as BIAL's Representative may require, so as to support its claim for extension of time, for the completion of the Works.

- 13.4 In the event of any delay, the Contractor shall at all times, ensure that it uses and continues to use all reasonable endeavours to avoid or reduce the effect of any delay on the completion of the Works. After it has given notice under Section 13.1, the Contractor shall, as soon as reasonably practicable, submit a further written notice to BIAL's Representative, stating the following:
- 13.4.1 full and detailed particulars of the cause and actual extent of the delay to the completion of the Works, or to the achievement of the Completion Date; or
- 13.4.2 where a circumstance has a continuing effect, or where the Contractor is at any time, unable to determine whether the effect of a circumstance will actually cause delay to the completion of the Works, or to the achievement of the Completion Date, a statement to that effect, with reasons and interim written particulars (including details of the likely consequences of the circumstance on the progress of design and execution of the Works, and an estimate of the likelihood of and likely extent of the delay); the Contractor shall thereafter submit to BIAL's Representative, further interim written particulars at intervals of not more than fourteen (14) days, until the actual delay caused (if any) is ascertainable, when it shall thereafter within fourteen (14) days, submit to BIAL's Representative full and detailed particulars of the cause and actual extent of the delay; or
- 13.4.3 for approval, the details of the documents, the Contractor proposes to present, to support its claim for extension of time, for completion of the Works, so as to demonstrate its entitlement; or
- 13.4.4 for approval, details of the measures, the Contractor has adopted or proposes to adopt, to avoid or reduce the effects of such circumstance upon the completion of the Works, and the timely achievement of the Completion Date.
- 13.5 Subject always to Section 13 and subject always to proper compliance by the Contractor with the provisions of Sections 13.1 to 13.3, if BIAL's Representative considers the Contractor to be reasonably entitled to such an extension of time, he shall determine the period of extension and shall notify BIAL and the Contractor, accordingly.
- 13.6 The Contractor shall not be entitled to an extension of time, in respect of any cause of delay, or for any period of delay which, by the exercise of all reasonable

endeavours, could be avoided or reduced (to the extent that such could have been reduced). The onus of proving that the Contractor has exercised all reasonable endeavours, and that despite such endeavours, the delay could not be avoided or reduced, shall in all cases rest with the Contractor.

- 13.7 It shall be a condition precedent to the Contractor's right to any extension of time that it shall have complied fully and strictly with any of the provisions of Section 13 in respect thereof. In the event of the Contractor failing so to comply, it shall not be entitled to an extension of time, and any delay or / and disruption for which the Contractor would otherwise have been entitled to an extension of time, shall be deemed for the purpose of considering Liquidated Damages.

SECTION 14 - LIQUIDATED DAMAGES

- 14.1 If the Contractor fails to complete the Works by the Completion Date or fails to satisfactorily perform Maintenance services, then the Contractor shall forthwith, without any demur, pay BIAL Liquidated Damages calculated at 1% (One percent) of the Contract Price per week or part thereof, for such default for every week or part of a week (in the event that, the Liquidated Damages are payable for part of a day, the Contractor shall be liable to pay the reasonable proportion pro-rata), subject to a maximum of ten percent (10%) of the Contract Price. This right available to BIAL under Section 14, is in addition to any other right available to BIAL under this Agreement, and under the Applicable Law.
- 14.2 BIAL may deduct and retain the amount of any Liquidated Damages becoming due under Section 14.1 from any sum due or / and which becomes due to the Contractor; or / and realise any sum or guarantee provided by the Contractor; or / and require the Contractor to pay such amount to BIAL within twenty-eight (28) days after receipt of the notice pursuant to Section 14.1 notwithstanding any dispute between the Parties as to the amount due or the liability to make payment of the same.
- 14.3 If the payment of the Liquidated Damages is unenforceable by BIAL for any reason, the Contractor shall be liable to pay BIAL actual losses and costs caused, or to the extent contributed to, by the delay to the Completion Date for which the Contractor is responsible, save that, BIAL shall not be entitled to recover under this Section, any sum, which is greater than the amount which would have been recoverable as the Liquidated Damages, had the same not been unenforceable.
- 14.4 The payment of Liquidated Damages does not in any way relieve the Contractor from any of its obligations to complete the Works or from any other obligations and liabilities of the Contractor under the Agreement.

- 14.5 If BIAL grants, under Section 13 (Extension of time), any extension of time or further extension of time, which would result in a change in the Completion Date, BIAL shall re-calculate the amount of any Liquidated Damage to which BIAL is entitled, and shall notify the Contractor of the amount thereof, if any, or of any adjustment applicable to any such amount already notified, as the case may be. In-so-far-as any sum shall thereby be payable, by way of adjustment or otherwise, by the Contractor to BIAL, the Contractor shall within thirty (30) days of BIAL's notice, pay the same to BIAL.

SECTION 15 - RETENTION MONEY

An amount of five percent (5%) of every running account bill will be retained from each bill as retention money ("**Retention Money**"). Retention money as retained above shall be released to the Contractor within twenty one (21) days of the issue of the Completion Certificate, after deduction of any dues that may become available to BIAL due to any damage or loss caused by the Contractor or due to non-compliance of applicable laws or which becomes due under the terms of the agreement.

SECTION 16 - OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

- 16.1 Based on the operational descriptions provided in this Agreement, the Contractor shall guarantee compliance of Work executed to the scope of Works and Specifications as mentioned in Schedule C, the requirement of the Works being state-of-the-art, and the operational requirements under the Agreement.
- 16.2 The Contractor shall render all services, which are required for the proper design and execution of the Works.
- 16.3 In principle, the Contractor is responsible for the execution of the warranty services within the Maintenance Period. In special cases and limited circumstances, if desired by BIAL, the Contractor may perform warranty services under the guidance and supervision of BIAL. However, it will be the sole responsibility of the Contractor to get all the warranty services executed through the contractors or their authorized representatives during the warranty-phase of the Works.
- 16.4 The Contractor shall be responsible for any damage, resulting from its operations, either to buildings, structures, airport fixtures such as underground cable, contact lights, hard surface areas, water mains, other operational installations, Airport roads, etc. The Contractor shall restore, replace or repair any such damage to the complete satisfaction of BIAL and in case of default, BIAL may cause the same to be made good by any other means and deduct the expenses from any sums due to Contractor.

- 16.5 If BIAL sets-up contracts with other contractors for partial-maintenance services, the obligation for co-ordination of service provision lies with the Contractor.
- 16.6 Since the Contractor will be working in the operational airport, the Contractor shall take the responsibility of not damaging any property during the execution of the Works. In case of damage, BIAL shall have the right to reasonably assess the extent and value of such damage by the Contractor and recover such amounts from any monies due to the Contractor or from the bank guarantee/s in vogue in case no further money is due.
- 16.7 Electricity and Water for execution of Works**
- 16.7.1 The Contractor shall be responsible for the provision of temporary electricity and other services that the Contractor may require, for the duration of the construction of the Works. All charges for consumption of power, till the issuance of the Completion Certificate shall be borne by the Contractor. Arrangement for the supply of water till completion and handing over of the Works, will be made available by BIAL at one point free of cost. It shall be the responsibility of the Contractor to distribute the same to the required areas, by provision of necessary hose pipes and maintenance of service lines.
- 16.7.2 The Contractor shall, at its own risk and cost, provide any apparatus necessary for use of these services, and for measuring, and making payment of the quantities consumed, where applicable. BIAL shall be entitled to use such services upon reimbursement to the Contractor, at the rates incurred by the Contractor.
- 16.8 Security of and at Site**
- Unless otherwise stated in this Agreement:
- 16.8.1 the Contractor shall be responsible for keeping unauthorised persons off the Site during working hours; and authorised persons shall be limited to the Contractor's Personnel and BIAL's Personnel, personnel employed by other contractors working on the Site, and to any other personnel notified to the Contractor, by (or on behalf of) BIAL, as authorised personnel of BIAL.
- 16.8.2 the Contractor shall also be responsible for protection of any and all the materials at the Site, including the materials supplied by BIAL, or quarried by the Contractor, and stored, or being processed, at any place outside the Site, during working hours.

Any loss or / and damage suffered by BIAL due to failure on the part of the Contractor to protect such materials as mentioned above, shall be the liability of the Contractor, and such losses or / and damages shall be reimbursed by the Contractor to BIAL.

16.9 Labour Camps

16.9.1 The Contractor shall not be allowed to set up or maintain its labour camp at the Site. The Contractor has to make all arrangements of the workers entry and exit into the Airport and the same shall be as per the direction and rules specified by BIAL and the Contractor shall also obtain necessary labour licenses.

16.9.2 The Contractor should adhere to all the provisions of Contract Labour (Abolition & Regulations) Act, 1970. The Contractor has to ensure payment of wages as stipulated under the Minimum Wages Act.

16.10 Notices to Local Bodies

16.10.1 The Contractor shall comply with and give all notices required by any Governmental authority or Relevant Authority, rule or Order made under any Act of the Parliament, State laws or any regulation or bye-law of any local authority relating to the Works. The Contractor shall, before making any variation from the Drawings necessitated by any compliance required by the Relevant Authority or due to Applicable Laws, give to BIAL a written intimation giving reasons for the proposed variation and obtain BIAL's written instructions thereon.

16.10.2 The Contractor shall pay and indemnify BIAL against any liability in respect of any fee or charge payable under any Act of the Parliament, State laws or any Government instrument, rule or Order, and any regulation or bye-law of any local authority, in respect of the Works.

16.11 Guarantee and Liabilities of Contractor

16.11.1 The Contractor is liable for the design with the guarantee to provide fully functional and "fit for the purpose" systems. The Contractor shall be liable to indemnify BIAL for the damages to property or personal injuries, which are a result from its assignment and directly caused by it, or its representatives on actuals. The Contractor provides itself with the business liability insurance, covering it up to the liabilities as per the scope of this Agreement.

16.11.2 The Contractor shall adhere to the safety and other relevant regulations, relating to the infrastructure / equipment, as well as for carrying-out the task in connection with this Agreement.

- 16.11.3 Properly tested and marked material handling equipment only shall be used for execution of the Works. The Contractor shall provide all necessary supervision and quality control facilities. At all working times, the Contractor's competent representative shall be at the Site. All supporting arrangements and fixing details shall be checked periodically, and necessary rectifying actions are to be taken, in order to ensure safe handling of loads during different operations. All plant and machinery of the Contractor shall comply with the safety regulations needed for working in the Airport, where other contractors / subcontractors / agencies might also be working, so as not to interfere with the work of the other contractors, or foul with their constructions.
- 16.11.4 The Contractor shall take all precautions to avoid accidents by exhibiting / displaying necessary caution boards day and night, speed limit borders, red flags, red lights and providing barriers. No hindrances shall be caused to the traffic during execution of the Works. The safety guidelines to be followed by the Contractor during the execution of the Works are detailed in **Schedule E**.
- 16.11.5 The Contractor shall obtain necessary entry pass / token / identity card for the work-force and equipment, from BIAL / the Bureau of Civil Aviation Security / Central Industrial Security Force or the relevant agency in-charge of security at the Airport. It is the responsibility of the Contractor to fulfill all the relevant formalities in connection with obtaining of identity card for its employees, including, payment of necessary fees and carrying-out police verification, etc. In addition, the Contractor shall ensure that the employees / work force adhere to the security rules / regulations in force at the Airport, and the Contractor is solely liable for the consequences arising out of any violation of the security rules / regulations by its employees / work-force.
- 16.11.6 From the commencement till the completion of the Works, the Contractor shall take full responsibility for taking precautions, to prevent loss or damage to the Works or the Site, and to minimize loss or damage to the greatest extent possible, and shall be liable for any damage or loss, that may happen to the Works or any part thereof, from any cause whatsoever, and shall, at the Contractor's own cost, repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect, with the requirements of this Agreement and instructions of BIAL.

- 16.11.7 The Contractor shall not be entitled to payment under the above provisions of this Agreement, in respect of such loss or damage as has been occasioned by any failure on the Contractor's part to perform its obligation under this Agreement, or which has occurred as a result of the Contractor not taking precautions to prevent such loss or damage or minimize the amount of such loss or damage. Further, in the event of the Contractor's failure to repair and make good such damage or loss, BIAL, at its sole discretion, shall retain the payments due and payable to the Contractor.
- 16.11.8 The Contractor shall indemnify and keep indemnified BIAL against all losses and claims for injuries or damage to any person, or any property whatsoever, which may arise out of, or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of, or in relation thereto.
- 16.11.9 Before commencing execution of the Work, the Contractor shall, without in any way limiting its obligations and responsibilities under this Agreement, insure itself, against any damage, loss or injury, which may occur to any property (excluding that of BIAL, but, including BIAL's building rented by the Contractor, wholly or in a part, and any part of which, is used by the Contractor for storing the combustible materials), or to any person (including any employee of BIAL) by or arising out of carrying-out its obligations under this Agreement.
- 16.11.10 The Contractor shall at all times, indemnify BIAL against all claims, damages or compensation under the provisions of the various applicable labour legislations, or any modification thereof, or any other law relating thereto, and the rules made thereunder, from time to time, or as a consequence of any accident or injury, to any workman or other person, in or about the Works, whether in the employment of the Contractor or not, save and except, where such accident or injury has resulted from any act of BIAL, its agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings, arising out of such accident or injury, and against all sum or sums, which may, with the consent of the Contractor, be paid to compromise or compound any claim. Without limiting its obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof, or any other law relating thereto.

16.11.11 The aforesaid insurance policy / policies shall provide that, they shall not be cancelled, till BIAL has agreed to their cancellation.

16.11.12 Quality Assurance

- (a) The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of this Agreement. The system shall be in accordance with the details stated in this Agreement. BIAL shall be entitled to audit any aspect of the system.
- (b) Details of all procedures and compliance documents shall be submitted to BIAL, for information, before each stage of the Works is commenced.
- (c) Compliance with the quality assurance system shall not relieve the Contractor of any of its duties, obligations or responsibilities under this Agreement.

16.11.13 Progress reports shall be prepared by the Contractor every week and submitted to BIAL in agreed electronic formats, within ten (10) days after the last day of the period to which, it relates. Details of the report shall be agreed upon commencement of construction of the Works.

16.11.14 The Contractor's design, the Contractor's documents, the execution of the Works and the completed Works shall comply with the International Civil Aviation Organization's Standards / International Standards.

16.11.15 Samples

The Contractor shall submit samples and mock-ups to BIAL, as specified in the Contractor's design or BIAL's Requirements, as the case may be, and listed by the Contractor, for review and approval of visual impact, in accordance with procedures and Specification to be adapted during execution, as stipulated by BIAL.

SECTION 17 - OBLIGATIONS OF BIAL

17.1 BIAL has to grant the Contractor and its representatives, engaged for the purpose of this Agreement, safe access to the relevant infrastructure and equipment, provided that the Contractor has submitted the application for the same within the required timeframe. BIAL will define the conditions and processes for access to the Airport's airside area.

- 17.2 In emergencies and exceptional conditions, BIAL may, without the written consent of the Contractor, maintain or repair the infrastructure or equipment installed by it, or assigns such a task to another third party. However, this will be done in exceptional situations with the aim of achieving desired level of serviceability of equipment or to ensure safe aircraft operation and passenger facilities.
- 17.3 In the event of the Contractor not fulfilling its obligations and the agreed execution levels, BIAL shall send a written notice to the Contractor requesting the Contractor to fulfill the agreed execution levels. If the Contractor does not follow the requested execution levels within the specified period, BIAL is entitled to either assign a third party with the execution of the task at the expense of the Contractor or to terminate this Agreement on short notice.
- 17.4 BIAL has to inform the Contractor immediately and in writing, all changes of the designated infrastructure / equipment or its operating conditions, which could impair the maintenance work to be performed by the Contractor.
- 17.5 BIAL will hand over to the Contractor, upon its demand, copies of all technical information in BIAL's possession, which are relevant and useful to the design and execution of the Work. These documents remain the property of BIAL at all times, and may be used by the Contractor only for the purposes of fulfillment of its obligations under this Agreement. In response, the Contractor has the obligation for adjusting and updating the technical information in its possession, in case the Contractor had to implement changes to the infrastructure / equipment in the context of its contractual assignment, after taking prior written approval from BIAL.

SECTION 18 - FORECLOSURE OF THIS AGREEMENT IN FULL OR IN PART, DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

If, at any time after the commencement of the Work, BIAL shall, for any reason whatsoever, not require the whole Work thereof, to be carried-out, BIAL shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment of compensation whatsoever, on account of any profit or advantage, which it might have derived from the execution of the Work in full, but which, the Contractor did not derive in consequence of the full work not having been carried-out, neither shall the Contractor have any claim for compensation by reason of any alteration having been made in the original Specifications, Drawings, designs and instructions, which shall involve any curtailment of the Work as originally contemplated.

SECTION 19 - SUSPENSION OF WORK

- 19.1 BIAL may suspend progress or performance of all or any part of the Works or any portion thereof, including the delivery of any material, etc. by an order (a “Suspension Order”) issued to the Contractor in writing where:
- 19.1.1 it is necessary by reason of some act, default, omission, breach or failure by the Contractor (or those it is contractually responsible for); or
 - 19.1.2 it is necessary for the safe or proper Execution of the Works; or
 - 19.1.3 an unsafe condition or Emergency exists or is likely to result at the Works or any part of the Site; or
 - 19.1.4 it is a necessary consequence of an action of any Relevant Authority; or
 - 19.1.5 where such suspension arises out of any operational requirement of the Airport.
- 19.2 On receipt of a Suspension Order, the Contractor shall immediately suspend all or any part of the Works or any portion thereof, including the delivery of any material, etc., as specified in the Suspension Order, for such time and in such manner as BIAL may consider necessary and shall advise BIAL if any of the activities required to be suspended pursuant to the Suspension Order need to be continued to maintain the safety and security of the Works. The Contractor shall be entitled for payments during such suspension which shall be mutually agreed by the Parties.
- 19.3 Following receipt of a Suspension Order, the Contractor shall during any suspension, properly protect and secure the Works and the goods/materials and shall not remove any goods/materials from the Site without the prior written consent of BIAL and the Contractor shall take all reasonable measures to minimize the costs and losses of the suspension to BIAL, including meeting with BIAL on a regular basis.
- 19.4 **Resumption of the Works**
- 19.4.1 The Contractor shall, in a reasonable time, undertake any necessary action instructed by BIAL to remedy the circumstances that led to the issue of a Suspension Order and the Contractor shall notify BIAL immediately upon completing such action. BIAL shall, within seven (7) days of receipt of such notice either instruct the Contractor to resume the Works or identify by means of a further written notice, the additional action which is required to be taken by the Contractor before an instruction to resume can be given.
 - 19.4.2 BIAL may at any time instruct the Contractor to resume the Works or such part of the Works that are the subject of a Suspension Order, in which case the Contractor shall do so as soon as is reasonably practicable and in any event within ten (10) days of such instruction. Upon resumption of the Works, the Contractor shall immediately undertake an examination of the affected parts of the Works and shall make good any deterioration or Defect

in or loss of the Works, the materials or any part thereof that may have occurred during the suspension.

19.4.3 In the event that BIAL's Representative issues a Suspension Order in accordance with **Sections 19.1.1 to 19.1.3**, the Contractor shall not be entitled to any addition to the Contract Sum or any extension of time and BIAL shall be entitled to recover from the Contractor the costs it reasonably incurs during such period of suspension, including any costs incurred in respect of the supply and delivery of BIAL issued material/equipment/system (which includes any extra costs necessarily incurred by BIAL for delay and disruption as a consequence of the suspension). The Contractor's entitlement to an addition to the Contract Sum or to any extension of time in the event that BIAL's Representative issues a Suspension Order in accordance with **Section 19.1.4** provided that the Contractor shall not be entitled to any addition to the Contract Sum or to any extension of time where the necessity to issue such a Suspension Order was due in any way to the act, default, omission or breach by the Contractor (or those it is contractually responsible for) or a matter for which it is responsible or by reason of some default or breach reasonably anticipated by BIAL's Representative.

19.4.4 Failure to resume work

- (a) If the Contractor fails to resume the Works as soon as reasonably practicable and in any event within twenty (20) days of BIAL's instruction to resume the Works, BIAL shall be entitled to give Preliminary Notice under the Agreement to the Contractor.

- (b) In the event of an occurrence of BIAL Event of Default due to failure to make payments when due and payable, the Contractor shall have the right but not the obligation to issue a notice in writing ("**Suspension Notice**") to BIAL within a period of thirty (30) Business Days of receipt of the Suspension Notice and BIAL not having paid the amount within the afore stated period, the Contractor shall have the right, but not the obligation to suspend the Works, either in part or in whole and inform BIAL's Representative and BIAL accordingly. The issue of Suspension Notice does not entitle the Contractor for any additional payment over the Contract Sum and/or any extension of time whatsoever.

19.4.5 Termination of Project for prolonged Suspension:

In the event a Works or part thereof is suspended by either of the Parties for a continuous period of more than ninety (90) days pursuant to the

provisions of **Section 19 (Suspension of Work)** or such other period as may be mutually agreed, either party may terminate the Works or that part thereof so suspended after providing seven (7) days written notice of the same. Pursuant to such termination, the provisions of **Section 24.8** shall apply.

SECTION 20 - LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

- 20.1 If the Contractor or its workmen or employees shall injure or destroy any part of the Work in which they may be working or any building, road, fence, etc., contiguous to the premises on which the Work or any part of it is being executed, or if any damage shall happen to the Work while in progress, the Contractor shall, upon receipt of a notice in writing in that behalf, make good the same at its own expense. If it shall appear to BIAL or BIAL's Representative at any time during the construction or reconstruction or prior to the expiration of the Maintenance Period, that any Work has been executed with unsound, imperfect or unskilled workmanship, or that any material or article provided by the Contractor for execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with this Agreement, or that any Defect, shrinkage or other fault has appeared in the Work arising out of Defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from BIAL, forthwith rectify or remove, and reconstruct the Work, so specified, in whole or in part, as the case may be, or / and remove the materials or articles and provide other proper and suitable materials or articles at its own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for, and in the event of the Contractor's failing to do so, within the stipulated period in aforesaid notice, BIAL may rectify or remove and re-execute the Work or / and remove and replace with others, the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.
- 20.2 In case of repairs and maintenance works, splashes and droppings from whitewashing, painting, etc., shall be removed and surfaces cleaned simultaneously with completion of the items of work where the work is done, without waiting for completion of all other items of work stipulated in this Agreement. In case the Contractor fails to comply with the requirements of this condition, BIAL shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, BIAL shall give three (3) days' notice in writing to the Contractor.

SECTION 21 - MATERIALS

- 21.1 The Contractor shall at its own expense, provide all the materials required for the Works.
- 21.2 All the materials to be provided by the Contractor shall be in conformity with the scope of Works and Specifications laid down in this Agreement and the Contractor shall, if requested by BIAL, furnish proof, to the satisfaction of BIAL, that the materials so comply.
- 21.3 The Contractor shall, at its own expense and without delay, supply to BIAL samples of the materials proposed to be used in the Works. BIAL, within the shortest possible time, will inform the Contractor, whether samples are approved or not. If the samples are not approved, the Contractor shall forthwith arrange to supply to BIAL, for its approval, fresh samples complying with the Specifications laid down in this Agreement.
- 21.4 BIAL shall have full powers to require removal of any or all of the materials brought to the Site by the Contractor, which are not in accordance with the Specifications of this Agreement, or do not conform in character, or quality, to the samples approved by BIAL. All costs, which may attend upon such removal or / and substitution, shall be borne by the Contractor.
- 21.5 BIAL shall be entitled to have tests carried-out, as specified in this Agreement, for any of the materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide, at its expense, all facilities, which BIAL may require for the purpose.
- 21.6 The materials required for the Works, shall be stored by the Contractor only at places approved by BIAL. Storage and safe custody of the materials, shall be the responsibility of the Contractor.
- 21.7 BIAL's Representative shall be entitled, at any time, to inspect and examine any material intended to be used in or on the Works, either at the Site or other place(s), where such materials are assembled / fabricated, manufactured or at any place(s), where these are lying, or from which these are being obtained, and the Contractor shall give such facilities as may be required for such inspection and examination.
- 21.8 All the materials brought to the Site shall become and remains the property of BIAL, and shall not be removed from the Site, without the prior written approval of BIAL. But, whenever the Work is finally completed, and advance, if any, in respect of any such material is fully recovered, the Contractor shall at its own expense, remove from the Site all the surplus materials originally supplied by the Contractor

and upon such removal, the same shall revert in and become the property of the Contractor.

- 21.9 The Contractor shall submit copies of purchase vouchers of plants, irrigation products and any other material used for the Works, if so requested by BIAL.

SECTION 22 - DEVIATIONS / VARIATIONS

22.1 BIAL shall have right to make alteration in, omissions from, additions to, or substitutions for the original Scope of Works, Specifications, Drawings, designs and instructions that may appear to it, to be necessary or advisable during the progress of the Work, and to omit any part of the Works in case of non-availability of a portion of the Site, or for any other reason, and the Contractor shall be bound to carry out the Works in accordance with such requirements by BIAL.

22.2 Rates for such additional, altered or substituted work shall be determined by BIAL, by rate analysis, derived from the similar items available in this Agreement or by rate analysis based on the PWD / Bangalore circle schedule of rates (SR). However, the Contractor should furnish the documentary evidence such as, bill / invoice, purchase order, payment vouchers, etc., to substantiate its claim.

SECTION 23 - TERM

This Agreement shall come into effect from the Effective Date and shall be valid from the Commencement Date for a period of _____ months or until satisfactory completion of the Works, whichever is earlier (the 'Term'), subject to earlier termination. The Term of this Contract may be curtailed or extended for a further period depending upon the level of service satisfaction by BIAL and at the sole discretion of BIAL

This Term is inclusive of Landscape Transplantation and Maintenance Works each respectively for periods of _____ months and 12 months. A further period of 5 months is allowed to herein close issues if they remain incomplete after these first _____ months. However BIAL will not pay any additional charges/ Fees for the lastmonths allocated for the closures of the issues/ obligations under and pursuant to this Agreement.

SECTION 24 - TERMINATION

24.1 Termination by BIAL

BIAL shall be entitled to terminate this Agreement if:

- 24.1.1 the Contractor abandons the Works or Maintenance services for more than twenty (20) consecutive days or otherwise, plainly demonstrates the intention not to continue performance of its obligations under this Agreement;

- 24.1.2 the Contractor without reasonable excuse fails to proceed with the Works or perform Maintenance;
 - 24.1.3 the Contractor subcontracts the whole of the Works, or assigns this Agreement, without the required agreement / consent of BIAL;
 - 24.1.4 the Contractor makes or has made any warranty or representation in or in accordance with the Agreement which was materially incorrect when made so as to materially affect the BIAL's interests;
 - 24.1.5 the Contractor's liability for Liquidated Damages for Delay reaches the cap on such damages;
 - 24.1.6 the Contractor fails to provide, maintain or renew and/or comply with all its obligations in relation to the Performance Security;
 - 24.1.7 the Contractor fails to complete the Works or perform Maintenance within the relevant Time of Completion or any extensions granted to the Contractor in accordance with the Agreement;
 - 24.1.8 the Contractor has failed to adhere to the scope of Work and/or Specifications and in the reasonable estimation of BIAL, such failure is likely to mean that completion of the Works is likely to be delayed beyond the relevant time of completion;
 - 24.1.9 the Contractor breaches any provision of the Agreement or any Applicable Laws, where such breach on its own or together with a series of other breaches has an adverse effect on the Execution of the Works by the Contractor or such breach adversely affects the enjoyment by BIAL of its rights under the Agreement;
 - 24.1.10 an Order is made, or a resolution is passed for the liquidation, bankruptcy or dissolution of the Contractor, which is not, if capable of being so, discharged or, as the case may be, revoked within ninety (90) days thereafter; or
 - 24.1.11 the Contractor is in material breach of its obligations under this Agreement, which breach, has a material adverse effect on BIAL and, if capable of remedy, is not remedied by the Contractor within thirty (30) days from the date of notice calling upon the Contractor to rectify the breach.
- 24.2 In any of these events or circumstances, BIAL may, upon giving thirty (30) days' notice to the Contractor, terminate this Agreement and expel the Contractor from

the Site. However, in the case of Section 24.1.10, BIAL may, by notice, terminate this Agreement immediately.

24.3 Termination for convenience

Notwithstanding Sections 24.1 and 24.2, BIAL has the right to terminate this Agreement at will, by giving fifteen (15) days' written notice without assigning any reason thereof. Upon receipt of such notice and expiry of notice period, this Agreement shall stand terminated at the end of fifteenth (15th) day of issue of such notice by BIAL, and the consequences of termination stipulated in Section 24 shall apply.

24.4 The Contractor shall then leave the Site and deliver all documents made by or for it, to BIAL. However, the Contractor shall use its best efforts to comply immediately with any reasonable instruction included in the notice (i) for the assignment of any sub-contract, and (ii) for the protection of life or property or for the safety of the Works. After termination, BIAL may complete the Works or / and arrange for any other entity to do so. BIAL and these entities may then use any goods or document made by, or on behalf of the Contractor.

24.5 BIAL shall then give notice that the Contractor's Equipment and the Temporary Works will be released to the Contractor at, or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time, the Contractor has failed to make a payment due to BIAL, these items may be sold by BIAL in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor. BIAL will have full liberty to take possession of the Site, and any material, constructional plant implement, stores, etc., thereon; or / and carry-out the incomplete work by any means, at the risk and cost of the Contractor.

24.6 As soon as practicable, after a notice of termination under Section 24.1 (Termination by BIAL) has taken effect, BIAL shall determine the value of the Works and any other sum due to the Contractor, for the Work executed in accordance with this Agreement till the date of such notice of termination, based on the Unit Rates as contained in Schedule D.

24.7 After a notice of termination under Section 24.1 (Termination by BIAL) has taken effect, BIAL may:

24.7.1 withhold further payments to the Contractor, until the costs of execution, completion and remedying of any Defect, damage for delay in completion (if any), and all other costs incurred by BIAL have been reasonably estimated; or / and

- 24.7.2 recover from the Contractor, any loss and damage incurred by BIAL, and any extra cost for completing the Works, after allowing for any sum due to the Contractor under this Agreement. After recovering any such loss, damage and extra cost under this Agreement, BIAL shall pay the balance, if any, to the Contractor.
- 24.7.3 Any excess expenditure incurred, or to be incurred, by BIAL in completing the Works, or part of the Works, or the excess, or damages suffered or may be suffered, by BIAL, as aforesaid, after allowing such credit, shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient, the Contractor shall be called upon in writing to pay the same, and the Contractor shall pay such amount within thirty (30) days.
- 24.8 On termination of this Agreement, BIAL shall determine, what amount if any, is recoverable from the Contractor for completion of the Works, or part of the Works, by BIAL, or in case the Works or part of the Works, is not to be completed, the loss or damage suffered by BIAL. In determining the amount, credit shall be given to the Contractor for the value of the useful work executed by it, up to the time of termination, based on the Unit Rates as contained in Schedule D, the value of the Contractor's materials taken over and incorporated in the work, and use of the tools and machinery belonging to the Contractor.
- 24.9 Termination by Contractor**
- The Contractor shall be entitled to terminate this Agreement if the Contractor does not receive the undisputed amount due within the relevant time period, within which payment is to be made (except for deductions made by BIAL in accordance with the terms and conditions of this Agreement). In such an event, the Contractor shall give a written notice of thirty (30) days calling upon BIAL to rectify the breach and if the same is not remedied therein, may terminate the Agreement upon giving thirty (30) days' written notice to BIAL.
- 24.10 After a notice of termination under Section 24.1 (Termination by BIAL), or Section 24.9 (Termination by Contractor), the Contractor shall promptly:
- 24.10.1 cease all further work, except for such work as may have been instructed by BIAL for the protection of life or property or for the safety of the Works;
- 24.10.2 hand over any document, plant, material and other work, for which, the Contractor has received payment; and
- 24.10.3 remove all other goods from the Site, except as necessary for safety, and leave the Site.

SECTION 25 - INDEMNITIES

- 25.1 The Contractor hereby indemnifies BIAL against liability in connection with:
- 25.1.1 The Contractor committing any breach or contravention of its contractual obligations or the Applicable Laws;
 - 25.1.2 Any act of commission or omission, or default on the part of the Contractor and / or its personnel;
 - 25.1.3 Any death or illness of or injury to any person and the loss of or damage to any property either of BIAL or any third party arising out of or in connection with any act or default of the Contractor and / or its personnel in the execution of its obligations under this Agreement; and
 - 25.1.4 Any loss or damage caused either to BIAL or to any third party due to infringement or violation of any intellectual property right or disclosure of any Confidential Information.
- 25.2 **Limit of Liability**
- BIAL and the Contractor mutually waive all rights against each other for consequential and indirect damages of every kind resulting from the performance or non-performance of this Agreement, or related in any way to the Project. Consequential damages include, by way of example and not limitation, damages resulting from loss of use, profit, financing, future business, rent and reputation; hold over costs; and other speculative damages not directly caused by the negligence or breach of contract by BIAL, the Contractor or any party for whose conduct either Party is legally responsible.

SECTION 26 - FORCE MAJEURE

- 26.1 This Section shall apply if the performance by any Party (the “Affected Party”) of its obligations under this Agreement is prevented, hindered or delayed in whole or in part, by reason of Force Majeure.
- 26.2 No Party shall be liable for any failure to comply, or delay in complying, with any obligation under or pursuant to this Agreement, provided it complies with Section 27.3 and it shall not be required to perform its obligations to the extent that, the performance by such Party of its obligations under this Agreement is prevented, hindered, impeded or delayed in whole or in part, by reason of Force Majeure.
- 26.3 As soon as reasonably practicable, but not more than seventy-two (72) hours, following the date of commencement of any event of Force Majeure, if any Party

desires to invoke such event of Force Majeure as a cause for delay or failure in the performance of any obligation hereunder, it shall notify the other Party in writing, of such date and the nature and expected duration of such event of Force Majeure. Within a reasonable time following the date of such notice of such event of Force Majeure, the Party having invoked such event of Force Majeure as a cause for such delay, shall submit to the other Party, sufficient proof of the nature of such delay or failure and its anticipated effect upon the time for performance.

- 26.4 The Affected Party shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of the event of Force Majeure, and take all reasonable steps to resume performance of its obligations immediately upon expiry of the event of Force Majeure.
- 26.5 If any event of Force Majeure continuing beyond a period of two (2) weeks during the Term, any of the Parties hereto, shall have the right to terminate this Agreement.

SECTION 27 - CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to BIAL as follows:

- 27.1 It has the necessary, power and authority and has taken all actions necessary to validate, execute and deliver this Agreement and perform its obligations hereunder;
- 27.2 Its obligations under this Agreement will be legally valid and binding and enforceable against it;
- 27.3 The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under, or accelerate any performance required under its constitutional documents, the terms of agreement, understanding, covenant, or any decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Law;
- 27.4 It is able to pay its debts as they fall due or otherwise is solvent as per Applicable Laws, it has not compounded with or negotiated any composition with or called any meeting of its creditors, a receiver, trustee or manager has not been appointed over the whole or any part of its assets or rights, it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order or taken or suffered any action analogous to any of the foregoing under the Applicable Laws of India or any other applicable jurisdiction; and

- 27.5 No sums, in cash or kind, have been paid to, or accepted by, any person or will be paid to, or accepted by, any person or on its behalf by way of fees, commission or otherwise to induce BIAL to enter into this Agreement.

SECTION 28 - CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

- 28.1 The Contractor acknowledges that BIAL is the owner of the Confidential Information, whether in writing or oral or otherwise. The Contractor shall treat this Confidential Information (as hereinafter defined) as strictly confidential, and shall not use the same either for its own purpose or for that of third parties, and shall only use it on BIAL's instructions for the purpose of execution of the Works. For the purposes of this Agreement, "Confidential Information" or 'Information' shall mean and include, information, manuals, data, drawings, books, designs, specifications, records, agreements entered into by BIAL with third parties, photographs and documents, whether in hard copy or electronic form.

28.2 Confidentiality

The Contractor acknowledges that, any and all Confidential Information, including any commercial and technical information and data provided by BIAL to the Contractor, shall be considered to be confidential, and the Contractor, shall not, at any time, directly or indirectly disclose such Confidential Information to any person or firm or use the same, in any manner, other than in connection with execution of the Works contemplated under this Agreement, without the prior consent of BIAL. The Contractor shall not, unless otherwise agreed (which agreement may be on such general or specific terms as the Parties may determine), disclose to any third party any Confidential Information, which is the property of BIAL or which, otherwise relates to its business, secrets, dealings, transactions or affairs or which relates in any way to BIAL, unless, and to the extent that, such disclosure:

28.2.1 is reasonably required for the exercise or performance by the Contractor of its rights or obligations under this Agreement; or

28.2.2 is required pursuant to any relevant statutory or regulatory requirements or duties or any requirement of the Applicable Law; or

28.2.3 is related to Information, which is already in the public domain, other than 28.2.4 as a result of breach of this Section, by the Contractor; *Provided that*, in the case of any disclosure in accordance with Sections 29.2.1 or 29.2.2, the Contractor shall, so far as reasonably practicable, impose on the third party receiving such Information such obligations, as may be appropriate to maintain its confidentiality.

- 28.3 The obligations under this Section shall survive the termination of this Agreement for a period of three (3) years.

SECTION 29 - MISCELLANEOUS

29.1 Amendment

No amendment or modification to this Agreement shall be valid and effective, unless agreed to by both the Parties hereto and evidenced in writing. Any modification or amendment to this Agreement, must be in writing and be signed by the duly authorized representative(s) of each of the Parties.

29.2 Governing Law and Jurisdiction

The Agreement shall be construed, and the legal relations between the Parties hereto shall be determined, in accordance with the laws in India. The courts of Bangalore, India shall have exclusive jurisdiction.

29.3 Counterparts

This Agreement shall be executed in two (2) counterparts, each of which shall be deemed as original; but, all of this together shall constitute one (1) and the same instrument.

29.4 Entire Agreement

This Agreement supersedes any and all agreements, communications either oral or in writing, between the Parties hereto with respect to the execution of the Works by the Contractor to BIAL, and contains all of the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

29.5 Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force, without being impaired or invalidated in any way.

29.6 The Contractor shall bear all stamp duties and registration (if any) charges or similar charges and related expenses in relation to the execution of this Agreement. BIAL shall retain the original fully stamped and registered Agreement and the Contractor will retain a counterpart.

29.7 The Contractor shall not make any announcements, take any photographs, or disclose or release any information concerning this Agreement, or the subject matter thereof, or any discussions or the existence of prior, current or prospective

legal relations between the Parties, to any member of the public, press, business entity, or any official body unless prior written consent is obtained from BIAL.

29.8 The Contractor shall not advertise in any manner on any part of the Airport or erect, display or use any high powered electric light or any electric sky signs or other electric lights or installations for the purpose of advertisement or use any other type of advertisement or signboards at the Airport without the previous written permission of BIAL. The Contractor confirms that they shall not publicise, advertise, brand, use, put any logo, name plates, etc., on the System or any part thereof whatsoever.

29.9 Survival of Clauses

All terms, conditions and provisions of this Agreement which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Agreement

29.10 Any failure or delay by a Party in insisting upon the strict performance of any terms or conditions of this Agreement, or exercise of any rights or remedies provided herein or by law, or to invoke any security or guarantee hereunder or notify a breach, or the acceptance of any payment hereunder, shall not be construed as a waiver of any right or remedy of such Party hereunder. The arrangement recorded in this Agreement is not, and shall not be deemed to be, a joint venture or partnership between the Parties. Nothing in the Agreement shall be deemed to constitute either Party a partner, agent or legal representative of the other Party. The Contractor is and shall remain an independent contractor in the execution of the Works, maintaining complete control of its employees, agents, subcontractors and operations required for the execution of the Works. The Agreement shall not be construed to create any relationship, contractual or otherwise, between BIAL and any Subcontractor, except to establish BIAL as a third party beneficiary of the contracts with subcontractors.

29.11 Notice

Any notice, demand, complaint, request or other submission under this Agreement shall be in writing, and shall be given by personal delivery to the persons designated below, or by Indian Post, Certified, return receipt requested, with copies mailed as indicated.

For BIAL:

Bangalore International Airport Limited

Administration Block, Kempegowda International Airport

Devanahalli, Bangalore 560 300

Attn: Head Projects

For the Contractor:

29.12 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. No Party shall have any authority to bind the others in any manner whatsoever. This Agreement shall be construed to have been entered on a principal to principal basis.

29.13 Security Clearance : The Contractor shall be responsible for obtaining organizational security clearance from Bureau of Civil Aviation Security (BCAS) from time to time, Police verification of its own Personnel to become eligible to obtain AEP for employees (as detailed in the Schedule H) and shall solely bear all charges in this regard including employees, sub contractors police verification charges an any other charges levied by the statutory bodies and government agencies;

IN WITNESS WHEREOF, BIAL and the Contractor have signed this Agreement through their authorised representatives, as above stated, as of the date first hereinabove mentioned.

BANGALORE INTERNATIONAL AIRPORT LIMITED

VENDOR NAME

By

By

Name:

Name:

Designation:

Designation:

In the presence of:

In the presence of:

Witness:

Witness:

Name:

Name:

Address:

Address:

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Bangalore International Airport Limited

**SCHEDULE A
DRAWING**

The Drawing/Drawings to be added at the time of Agreement

SCHEDULE B

Time Schedule

To be added at the time of agreement

Sl No.	Milestone	Date
1	Commencement Date	
2	Completion of development works in all aspects to this Agreement at Site.	
3	Completion of Maintenance Services in all aspects to this Agreement at Site.	

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SCHEDULE C

**SCOPE OF THE WORK AND TECHNICAL SPECIFICATIONS
(Annexure A of this RFP to be added at the time of agreement)**

SCHEDULE D

**PAYMENT TERMS AND SCHEDULE OF UNIT RATES
(To be added at the time of agreement)**

SCHEDULE E**Safety Guidelines**

The Contractor shall ensure a safe environment on the landscape area at all times. All safety provisions shall be properly maintained. All safety precautions and requirements shall be strictly complied with at all times as mentioned in “LANDSCAPING WORKS SAFETY STANDARDS”.

1. Appropriate Personal Protective Equipment (PPE) shall be supplied and maintained for all workers. Minimum PPE shall include a hi-visibility jacket, safety shoes, and gloves.
2. Supervisors shall undertake a pre-inspection of roadside landscaping works to assess risks, if any.
3. Vehicles shall be parked off the roadway so as not to obstruct driver’s view of the presence of workers. Vehicles shall not, under any circumstances, be driven against the normal flow of traffic.
4. Any vehicles used for landscaping should be registered, roadworthy and well maintained.
5. Supervisors should meet the workers and instruct them about the safety aspects of the day’s activities prior to commencement of work.
6. Particular attention and planning is to be given to ensuring that landscaping works does not impede vehicle flow.
7. Consideration needs to be given to the provision of traffic control/security staff where the work or the location requires the obstruction of the normal roadway.
8. 10% of the workforce/supervisors are to be trained in first aid: Establish and train supervisors in procedures for the rapid acquisition of emergency works in the event of an accident.
9. No landscaping or building materials are to be stockpiled or unloaded onto the road surface except while being moved into the work area, and then only when barricaded and signposted with reflective warning signs.
10. Night works shall be properly and adequately lit. Attention should be given to ensure the lighting does not dazzle vehicle traffic.

11. All accidents, serious incidents and near misses are to be reported to BIAL's Representative.
12. All works shall be closely supervised by the Contractor's Representative.
13. The Contractor has to submit safety plan against the work to be executed.
14. Excavation and Trenching: All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the ground. Sides of a trench, which is 1.5 meters, or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trenches whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.
15. Demolition: Before any demolition work is commenced and also during the process or the work:-
 - a. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - b. No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator of the Contractor, shall remain electrically charged.
 - c. All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
16. All necessary personal safety equipment as considered adequate by BIAL shall be available for use of the persons employed on the Site, and maintained in a condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned, including:
 - a. Those engaged in handling any material, which is injurious to eyes, should be provided with protective goggles.
 - b. Those engaged in welding works shall be provided with welder's protective eye-shields.
 - c. Suitable face masks shall be supplied for use by the workers, when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
17. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:

- a. These shall be of good mechanical constructions, sound material and adequate strength, and free from patent defects, and shall be kept in good repair and in good working order.
 - b. Every rope used in hoisting or lowering materials, or as a means of suspension, shall be of durable quality and adequate strength and free from patent defects.
 - c. Every crane driver or hoisting appliance operator shall be properly qualified, and no person under the age of 21 years shall be in-charge of any hoisting machine.
 - d. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which, it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above, in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
 - e. In case of a departmental machine, safe working load shall be notified by the BIAL's. As regards the Contractor's machines, the Contractor shall notify safe working load of each machine, to BIAL's Representative, whenever the Contractor brings it to the Site, and get it verified by the BIAL's Representative.
18. Motors gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When the workers are employed on electrical installations, which are already energized, insulating mats, working apparel such as, gloves, sleeves and boots, as may be necessary shall be provided. The workers shall not wear any ring, watches and carry-key or other material, which is a good conductor of electricity.
19. All scaffolds, ladders and other safety devices mentioned or described herein, shall be maintained in a safe condition, and no scaffold, ladders or equipment shall be altered or removed while it is in use.
20. These safety provisions shall be brought to the notice of all concerned, by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the safety code, shall be named therein by the Contractor.

Bangalore International Airport Limited

21. To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the BIAL's Representative, and the Inspecting Officers as defined in the Contractor's Labor Regulations.
22. The Contractor is responsible to protect and maintain the areas of intermediate completed work from damages of the surface due to movement of operational vehicles / manpower or construction equipment, if any.

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SCHEDULE F

FORMATS OF BANK GUARANTEES

Form of Performance Bank Guarantee

To

Bangalore International Airport Limited
Administration Block
Bengaluru International Airport
Devanahalli
BANGALORE 560 300

Dear Sirs,

Performance Guarantee No:

Amount of Guarantee: [Guarantee Amount]

Last Date of lodgment of claims: [Claim Expiry Date]

Whereas, ----- (the 'Contractor'), has received from Bangalore International Airport Limited ("BIAL"), an order for the performance of certain works for a total value of Rs. [Please insert] upon the terms set-out in the Agreement for Execution of Works dated [Please insert] between BIAL and the Contractor (the 'Agreement').

In consideration for BIAL entering into the Agreement, and at the request of the Contractor, we, [Insert Bank's name], hereby establish this performance guarantee and unconditionally undertake to pay to BIAL in India on demand (given in the manner described below) the amount claimed by BIAL up to a maximum aggregate amount of [10% (ten percent) of the Contract Price] and whereas, as per the terms of the Agreement, the Contractor is required to furnish in favour of BIAL an irrevocable and unconditional guarantee from a scheduled commercial bank in India for proper performance of its obligations under the Agreement, which amounts to [10% (Ten percent) of the Contract Price] [Guarantee Amount] (hereinafter referred to as "Guarantee (d) Amount").

We, [Insert Bank's name], [Insert Bank Address] (hereinafter referred to as "Bank / Guarantor", which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns) do hereby unconditionally undertake to pay BIAL, without any reservation or protest, immediately upon first written demand, on or before [Claim Expiry Date], an amount or amounts (by way of one or more claims) not exceeding [Guarantee Amount] against any loss or damage caused to or suffered or would be caused or suffered by BIAL by reason of non-fulfillment of any of the Contractor's obligations to BIAL.

We also guarantee to pay the amount of bills or / and the claims as determined by you against the Contractor, in the event of such bills or / and the claims remains unpaid for any reason whatsoever, subject, however, that our liability under this guarantee shall be restricted to an amount not exceeding [Guarantee Amount] and written demand / claim, if any, should be made at our counters on or before [Claim Expiry Date].

We hereby guarantee, indemnify and undertake to pay the Guaranteed Amount or amounts due and determined by BIAL on the first demand without demur and notwithstanding any dispute by (the Contractor's name and address).

BIAL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, during its currency, from time to time, to vary any of the terms and conditions of the Agreement, or to extend time of performance by the said Contractor, or to postpone for any time, and from time to time, any of the powers exercisable by it against the said Contractor, and either to enforce or forbear from enforcing any of the terms and conditions governing the said permission for rendering service, or securities available to BIAL, and the said Bank shall not be released from its liability under these presents by any exercise by BIAL of any liberty with reference to the matters aforesaid by reason of time being given to the said Contractor any other forbearance, act or omission on the part of BIAL, or any indulgence by BIAL to the said Contractor, or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from such liability.

It shall not be necessary for BIAL to proceed against the Contractor before proceeding against the Bank, and the Guarantee herein contained, shall be enforceable against the Bank, notwithstanding any security, which BIAL may have obtained from the Contractor at the time when proceedings are taken against the Bank hereunder and are outstanding or unrealized.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency, except with the previous written consent of BIAL, and agree that, any change in the constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required, the same may be extended to such required periods, at our sole discretion, on receiving instructions from (the Contractor's Name and address) on whose behalf this Guarantee is issued.

All disputes in the matter will be settled in the Court of competent jurisdiction of Bangalore, India

Notwithstanding anything contained herein:

Bangalore International Airport Limited

- a) Our liability under this Guarantee is limited to a maximum of [Guarantee Amount]; and
- b) The Guarantee is valid and will be in force up to [Expiry Date] and we are liable to pay any part of Guarantee Amount, if and only if, the claim is lodged latest by [Claim Expiry Date]; and
- c) We will be discharged from all our liabilities under this Guarantee unless any written claim under Guarantee is lodged by [Claim Expiry Date]

Our liability pursuant to this Guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by [*Insert Bank's name & Address*], delivered by hand, courier or registered post, prior to close of banking business hours on [Claim Expiry Date], failing which all rights under this guarantee shall be forfeited and [*Insert Bank's name*], Bangalore shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Bangalore shall have exclusive jurisdiction.

All claims under this guarantee will be made payable at [*Insert Bank's name & Address*].

For and on behalf of (the Bank)

Signature

Name & Designation

Authorization No. _____

Name & Place _____

Bank Seal _____

The above guarantee is accepted by the

Dated at _____ on _____

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Form of Advance Bank Guarantee

Bank Guarantee No:

To,
Bangalore International Airport Limited
Administration Block
Devanahalli, Bangalore 560 300

Dear Sir,
Bank Guarantee No:
Amount of Guarantee:
Valid From:
Valid Till:
Claim Period:

Whereas [Insert the name of the Contractor], having its Registered Office at [Please insert] (“**the Contractor**”), has agreed to execute certain works for Bangalore International Airport Limited (“**BIAL**” or “**Employer**”) having its Registered Office , as detailed in the Agreement for Execution of Works dated [] entered into between Employer and the Contractor (the “**Agreement**”).

As per the terms of the Agreement, Employer has agreed to pay the Contractor, at its request, a lump sum advance of Rs..– --- and in consideration of Employer making the said advance payment, the Contractor has agreed to furnish to Employer a bank guarantee for the due recovery by Employer of the said advance, as provided according to the terms and conditions of the Agreement. In consideration for Employer entering into the Agreement and at the request of the Contractor, we, [Insert Bank’s name & address] (hereinafter referred to as “**Bank / Guarantor**” which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby establish this guarantee and unconditionally undertake to pay to Employer in India on demand (given in the manner described below), without demur or protest, to the extent of the said sum of Rs.- ---, any claim made by Employer on us for the loss or damage caused or suffered by Employer by reason of not being able to recover in full the said sum of Rs.- --, as aforesaid.

We, [the *Bank’s name*], do hereby unconditionally undertake to pay Employer, without any reservation or protest, immediately upon first written demand, on or before [insert claim date], an amount or amounts (by way of one or more claims) not exceeding Rupees [Please insert] only (Rs. /-) [Guarantee Amount] against any loss or damage caused to or suffered by Employer by reason of non-fulfilment of any of the Contractor’s obligations to Employer under the Advance payment.

We also guarantee to pay amount of bills and/or claims as determined by Employer against the Contractor, in the event of such bills and/or claims remaining unpaid for any reason whatsoever, subject, however, that our liability under this Guarantee shall be restricted to an amount not exceeding Rupees [*Please insert*] only (Rs. - ---/-) and written demand / claim, if any, should be made at our counters on or before [*Please insert*].

We hereby guarantee, indemnify and undertake to pay the Guaranteed Amount or amounts due and determined by Employer on the first demand without demur and notwithstanding any dispute by the Contractor.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, during its currency before [*Claim date to be inserted here*], from time to time to vary any of the terms and conditions of the Agreement or to extend time of performance by the Contractor or to postpone for any time and from time to time any of powers exercisable by it against the Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said permission for rendering service or securities available to Employer and the Bank shall not be released from its liability under these presents by any exercise by Employer of any liberty with reference to the matters aforesaid by reason of time being given to the Contractor or any other forbearance, act or omission on the part of Employer or any indulgence by Employer to the Contractor or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision, have effect of so releasing the Bank from such liability.

It shall not be necessary for Employer to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security, which Employer may have obtained from the Contractor at the time when proceedings are taken against the Bank hereunder and are outstanding or unrealized.

We, the Bank, lastly undertake not to revoke this Guarantee during its currency, except with the previous written consent of Employer, and agree that any change in the constitution of the Contractor or the Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same may be extended to such required periods, at our sole discretion, on receiving instructions from the Contractor, on whose behalf this Guarantee is issued.

All disputes in the matter will be settled in the Court of competent jurisdiction of Bangalore, India.

Notwithstanding anything contained herein:

- a) Our liability under this Guarantee is limited to a maximum of Rupees [*Please insert*] only (Rs. ----).
- b) The Guarantee is valid and will be in force up to [*insert claim date*] and we are liable to pay any part of guarantee amount if and only if the claim is lodged-before [*insert claim date*], failing which our liability under the guarantee will automatically cease.

Our liability pursuant to this Guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by [the *Bank's name & Address*], delivered by hand, courier or registered post, prior to close of banking business hours on [*insert claim date*], failing which all rights under this guarantee shall be forfeited and [the *Bank's name*] shall stand absolutely and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Bangalore shall have exclusive jurisdiction.

All claims under this guarantee will be made payable at [the *Bank's name & Address*].
For and on behalf of (the Bank)

Signature

Name & Designation

Authorisation No. _____

Name & Place _____

Bank Seal _____

The above Guarantee is accepted by the

Dated at _____ on _____

[REST OF PAGE INTENTIONALLY LEFT BLANK]

SCHEDULE G

STATUTORY COMPLIANCES

1. **Form-V** - The Contractor shall submit a written request to BIAL for issue of Form-V.
2. **Labor License**
The Contractor has to apply for Labor License for the required number of manpower to the Assistant Labor Commissioner (Central), Bangalore and submit acknowledgement copy to BIAL before start of the awarded contract work.
3. **ESIC/WCIP** - The Contractor's labor should be covered under (a) ESIC, (b) Employees Compensation Insurance Policy.
4. **EPFO** - The Contractor's labor should be covered under the EPFO scheme from day one.
5. **Minimum Wages**
The Contractor should comply with the minimum wages as notified by the Central Labor Department from time to time (to be revised in every April & October).
6. **Payment of Wages**
Payment of wages to labours should be made on or before 7th of every month in the presence of BIAL's representative who shall witness and certify the same.
7. **Statutory Bonus/ Gratuity** - The Contractor shall pay bonus as well gratuity to eligible employees as per the Act.
8. **Equal Remuneration** for male and female workers doing the same/similar work.
9. The Contractor should not employ any workers below the age of 18 years.
10. The Contractor should issue employment card/appointment letter to all workmen.
11. **Registers / Records**
The Contractor should maintain attendance register, wages register, register of workmen, advance register, fines register, over time register, leave register, Form-D, etc., in the formats as prescribed by Central Labor Department.
12. The Contractor should display all applicable labor abstracts and notices as required Central Labor compliance.

13. Over Time wages should be paid on gross wages for labours who have put in more than 9 hours in a day or 48 hours in a week at double the rate (not exceeding 50 hours in a quarter).
14. **Weekly Holiday** - 1 full day with wages for every six days worked.
15. **Leave with wages** - 15 days per annum.
16. **National and Festival Holidays** - 10 days per annum (submit list of holidays during the start of the term).
17. Working hours should not exceed 9 hours in a shift (including spread hour/break).
18. Extend adequate welfare and safety measures for workers.
19. The Contractor should submit records & details to BIAL for any internal audits as and when called for.

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ANNEXURE E

Form of Contractor's Tender Bond

To: Bangalore International Airport Limited
Kempegowda International Airport,
Devanahalli,
Bangalore - 560300

This [●] day of [●] 2015,

W H E R E A S [*•insert name of the tenderer*] (the "Tenderer") is tendering for an agreement with Bangalore International Airport Limited for the [*•insert name of the project*] at Bengaluru International Airport and in this connection a tender bond is required in the sum of Rs. _____ (Indian Rupees _____ only) or its equivalent.

N O W we, at the request of the Tenderer, undertake in connection with the above tender to pay you an amount not exceeding a maximum of (*insert currency and amount*) on receipt at [*•insert address of relevant bank branch*] of your first demand in writing, whether delivered by hand or by fax.

This bond will expire on the (*insert date 90 calendar days after tender closing date*) 2015 or, if earlier, on the date on which you:

- (a) award the above agreement to the Tenderer and the agreement is signed and the performance securities required thereunder are submitted by the Tenderer in respect of and in strict accordance with such agreement, or
- (b) award the above agreement to another tenderer, or
- (c) announce that the above Agreement will not be awarded.

We will have no liability in respect of any claim under this bond received after that date.

This bond shall be governed by the laws of the Republic of India and only the Courts at Bangalore, India shall have jurisdiction hereunder.

EXECUTED as a deed this [*insert day*] day of [*insert month*], 2015.

(*signature of authorized signatory*)
For and on behalf of (●*insert name of bank*)
(●*insert address and facsimile number*)

(*Official Stamp if consistent with local usage*)

SCHEDULE H

I. Security Clearance for the Contractor and its Personnel :

The Contractor shall obtain security clearance for all its Personnel, employees from BCAS for operating at the Airport and shall also obtain Airport entry permits.

Security clearance documents shall be submitted to the Airport operator minimum 03 months prior to start the operations for onward submission to the office of Regional Deputy Commissioner of BCAS to carry out background check of the Company and Board of Directors and also for approval for issuance of Airport entry permits.

Security clearance documents to be submitted in triplicate.

The relevant portions of security clearance documents has to be signed by Director/Owner/President/ Vice President level employee.

S No.	DOCUMENTS REQUIRED	DESCRIPTION OF DOCUMENTS
1	Copy of certificate issued by Registrar of companies or any other central/ state govt. authority registering the company for similar nature of work.	a) Incorporation certificate or Registration certificate b) Memorandum of Articles c) Articles of Association d) Form 32 is required cessation and addition of Board of Directors, if any changes in the constitution of the Board of Directors, since formation of the company e) In case of change in address of the registered office, Form 18 is required.
2	Profile of the Company/ Contact address	a) Brief description of the Company with past experience in the field. b) Details of owner/Directors official contact address with contact numbers.
3	Residential address of Board of Directors	a) Present & Permanent residential address, details of all the Board of Directors/Owner(as on date) for past 05 years and proof of residence. b) Passport copies of all Board of Directors/

		Owner.
4	Foreign Board of Director	In case of Board of Director other than Indian national, IB clearance format has to be submitted for obtaining clearance from Intelligence Bureau(IB)
5	Share Holding Pattern	In case of any Foreign Direct Investment (FDI), share holding pattern of the Company to be declared, else a declaration stating “No FDI involved” to be submitted.
6	BCAS Clearance	Any other security clearance from Bureau of Civil Aviation Security (BCAS) is obtained earlier, the details shall be disclosed

Details and requirements regarding Airport Entry Permits:

As per Rule 90 of Aircraft Rules, 1937 read with Rule 18 of Aircraft (security) Rules 2011, Commissioner of security (Civil Aviation), Bureau of Civil Aviation Security or Aerodrome operator or any person authorized by the Central Government in this behalf have been vested with the powers to issue Aerodrome Entry permits to persons for their legitimate functions at the Airport. Accordingly, Commissioner of Security, BCAS, authorized Airport operator vide revised aerodrome entry policy guidelines for the entry in airports/ civil enclaves in India to Issue Temporary Airport Entry Permits for Indian Nationals for a maximum period of 90 days as an initial Issue and reissue of AEP’s with approval of Regional Dy. Commissioner, BCAS

PERMANENT AIRPORT ENTRY PERMITS

Permanent AEPs are to be issued for a period of 90 days and above by BCAS. After obtaining security clearance, the Contractor can apply for permanent airport entry permits for their employees.

Documents to be attached for issuance/re-issuance of Permanent Airport Entry Permits

1. Duly filled up AEP application form
2. Self-attested and counter signed by the Authorized signatory on copy of Passport or Police Verification issued by either Commissioner of Police or SP of police issued within 05 years.
3. Copy of Appointment order/ Transfer order/Promotion order
4. Copy of AVSEC awareness certificate issued within one year.

5. Justification letter for new AEP's may be provided by the agency concerned for their fresh appointment and initial re-issue.
6. Part B & D of the application form and left side photograph shall be signed by the authorized signatory of the organization and signature of the security department in part E
7. Endorsement of concerned BIAL department is mandatory in case of Contractors of BIAL.
8. Copy of existing AEP needs to be attached for the reissuance of temporary AEP
9. IB clearance certificate, copy of passport and visa is required in case of foreign nationals. If foreign nationals are staying more than 01 year in India required to attach Police clearance certificate.
10. A fee of Rs. 75/- in the form of DD shall be drawn in favour of Airports Authority of India, Hyderabad, payable at Hyderabad.

TEMPORARY AIRPORT ENTRY PERMITS FOR 90 DAYS

Temporary airport entry permits for 90 days shall be issued by Airport Operator as an initial issue and re-issue will be subjected to the approval of BCAS. Application for reissue of 03 months AEP shall be submitted 30 days prior to the expiry of existing AEPs to Airport pass office as approval is required from the office of RDCOS, BCAS, Hyderabad region for re-issue of AEP's.

Documents to be attached for issuance/re-issuance of 03 months Airport Entry Permits

1. Duly filled up AEP application form
2. Self-attested and counter signed by the Authorized signatory on copy of Passport or Police Verification issued by either Commissioner of Police or SP of police issued within 05 years.
3. Copy of Appointment order/ Transfer order/Promotion order
4. Copy of AVSEC awareness certificate issued within one year.
5. Justification letter for new AEP's may be provided by the agency concerned for their fresh appointment and initial re-issue.
6. Part B & D of the application form and left side photograph shall be signed by the authorized signatory of the organization and signature of the security department in part E
7. Endorsement of concerned BIAL department is mandatory in case of Contractors of BIAL.
8. Copy of existing AEP needs to be attached for the reissuance of temporary AEP

Bangalore International Airport Limited

9. IB clearance certificate, copy of passport and visa is required in case of foreign nationals. If foreign nationals are staying more than 01 year in India required to attach Police clearance certificate.
10. A fee of Rs. 75/- in the form of DD shall be drawn in favour of Bangalore International Airport Limited

Note:

- a) Employee requires AEP needs to undergo one day AVSEC Awareness training conducted by Airport Operator before the issuance of AEPs.
- b) Single Point of Contact (SPOC) shall be nominated by the service providing agency for coordinating for the purpose of handling AEPs of their agency concerned.

TEMPORARY AEP'S FOR 03 DAYS

Temporary AEP's for a period up to 03 days shall be issued by the Airport Operator only for operational purposes in emergencies as onetime measure. Such AEP's will not be repeated under any circumstances, however in case of emergent requirement it shall be reissued with the approval of RDCOS, (CA), BCAS.

DOCUMENTS REQUIRED FOR TAEP FOR 03 DAYS

1. Duly filled up application form with the endorsement of sponsoring organization/department of BIAL.
2. Copy of Identity proof issued by Government authority.
3. A fee of Rs. 75/- in the form of DD shall be drawn in favour of Bangalore International Airport Limited.

AEP up to 03 days for Foreign National

Airport operator is authorized to issue temporary airport entry permits up to 03 days to foreign nationals for attending any emergencies/operational requirement after surrendering their original pass port and re-issue of Temporary AEP for another 03 days shall be subjected to the approval of BCAS.