

Annexure B

CHECK LIST FORMAT TO BE SUBMITTED BY APPLICANTS ALONG WITH TENDER APPLICATION

Name of work: Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam.

S N	NIT Parameter	Particulars of firm/contractor
1	Name and address of the firm/contractor, Email Address & Telephone No.	NIS Management Limited 489, Madurdaha Kalikapur Kolkata 700107 avhradip@nis.co.in , arindam.sengupta@nis.co.in , 9163362096, 8420033200
2	Self attested copy of PAN no of the firm.	Page No. 1 to 2
3	Self Attested copy of Contractor's registration / proof as Specialized Agencies / Contractors in Mechanized cleaning & sweeping	Page No. 3 to 53
4	The Bidder should have experience of similar works (<i>definition of similar works as below</i>) during the last seven years ending on 31/06/2020. The bidder has to submit the relevant work experience certificates to the tune of 03 works each of Rs. 11,43,372.00 (or) 02 works each of Rs. 14,29,215.00 (or) 01 work of Rs. 22, 86,743.00 value in last 07 years. Similar works mean – Mechanized cleaning of airport terminals, non-residential corporate office buildings / Cyber city, MNC Buildings, shopping malls / complex, Five Star Hotels/ Corporate Hospitals/ metro rail premises etc. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work	Page No. 54 to 71
5	Self-attested Copies of Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work.	Page No. 54 to 71
6	Self-attested copy of TDS certificates certified non-Government/Non PSU organization should be submitted for the work executed for non-Government/Non PSU organization commensurate with the amount of work completed (each work should have separate TDS index sheet on top of TDS certificates).	NOT APPLICABLE
7	Should have annualized average financial turnover of Rs 8,57,529.00 against works executed during last three years ending 31st March of the previous financial year.	Page No. 72 to 129



8	Self-attested copy of Abridged Balance Sheet of the firm shall be submitted along with the application. Firm showing continuous losses for the last three years in the balance sheet shall be rejected.	Page No. 72 to 129
9	Affidavit for Non Blacklisting	Page No. 130
10	Affidavit for Minimum Wages	Page No. 131
11	UNCONDITIONAL ACCEPTANCE	Page No. 132 to 133
12	Digitally Signed Tender Document	Page No. 134 to 298
13	GST Undertaking	Page No. 299 to 305
14	Power of Attorney or Authorization (if Applicable)	Page No. 306 to 312
15	PF Registration No.	Page No. 313 to 318
16	ESIC Registration No.	Page No. 319 to 326
17	Details of Tender Fee	Page No. 335
18	Details of EMD	Page No. 336



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AACCN2982P



25072018

नाम / Name
NIS MANAGEMENT LIMITED

निगमन / गठन की तारीख
Date of Incorporation/Formation
23/03/2006



इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:

आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे - 411 016.



***If this card is lost / someone's lost card is found,
please inform / return to :***

Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in



THE COMPANIES ACT, 2013

COMPANY LIMITED BY SHARES

Memorandum

and

Articles of Association

OF

NIS MANAGEMENT LIMITED





GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Kolkata
Nizam Palace, 2nd MSO Building 2nd Floor, Kolkata, West Bengal, India, 700020

Corporate Identity Number: U74110WB2006PLC108679

SECTION 13(1) OF THE COMPANIES ACT, 2013

**Certificate of Registration of the Special Resolution Confirming Alteration of
Object Clause(s)**

The shareholders of M/s NIS MANAGEMENT LIMITED having passed Special Resolution in the Annual/Extra Ordinary General Meeting held on 12-08-2019 altered the provisions of its Memorandum of Association with respect to its objects and complied with the Section 13(1) of the Companies Act, 2013.

I hereby certify that the said Special Resolution together with the copy of the Memorandum of Association as altered has this day been registered.

Given under my hand at Kolkata this Twenty seventh day of August Two thousand nineteen.

Vineet Rai

Registrar of Companies
RoC - Kolkata

Mailing Address as per record available in Registrar of Companies office:

NIS MANAGEMENT LIMITED

1st Floor, FI-1A(W), 489 Madurdaha Kalikapur, Kolkata, Kolkata, West Bengal,
India, 700107



Certificate of Incorporation Consequent upon conversion to Public Limited Company



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Kolkata
Nizam Palace, 2nd MSO Building 2nd Floor, Kolkata, West Bengal, India, 700020

Corporate Identity Number: U74920WB2006PLC108679

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Public Company

IN THE MATTER OF NIS MANAGEMENT PVT LTD

I hereby certify that NIS MANAGEMENT PVT LTD which was originally incorporated on Twenty third day of March Two thousand six under the Companies Act, 1956 as NIS MANAGEMENT PVT LTD and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013; and approval of Central Government signified in writing having been accorded thereto by the RoC - Kolkata vide SRN G90098096 dated 27.06.2018 the name of the said company is this day changed to NIS MANAGEMENT LIMITED.

Given under my hand at Kolkata this Twenty seventh day of June Two thousand eighteen.



K G JOSEPH JACKSON

Registrar of Companies
RoC - Kolkata

Mailing Address as per record available in Registrar of Companies office:

NIS MANAGEMENT LIMITED

1st Floor, FI-1A(W), 489 Madurdaha Kalikapur, Kolkata, Kolkata, West
Bengal, India, 700107





प्रारूप : आई.आर
Form: I.R

निगमन का प्रमाण पत्र

Certificate of Incorporation

तारीख 2 चैत्र 1928 शक को
Cin No: U74920WB2006PTC108679

सिन संख्या: यू 74920 प.बं.2006 पीटीसी 108679
of date March 23, 2006

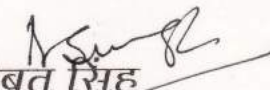
मैं एतद्वारा प्रमाणित करता हूँ कि आज **NIS MANAGEMENT PRIVATE LIMITED** कम्पनी अधिनियम 1956 (1956 का सं0 1) के अधीन निगमित की गई है और वह परिसीमित है ।

I hereby Certify that **NIS MANAGEMENT PRIVATE LIMITED** is this day incorporated under the Companies Act, 1956 (1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर के साथ कोलकाता में तारीख 2 चैत्र 1928 शक संवत् को दिया गया ।

Given under my hand at Kolkata this 23rd day of March two thousand Six.




नौबत सिंह

(Naubat Singh)

उप कंपनी रजिस्ट्रार, पश्चिम बंगाल
Dy. Registrar of Companies, West Bengal



**THE COMPANIES ACT, 2013
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF**

NIS MANAGEMENT LIMITED

- I. The Name of the Company is:-**NIS MANAGEMENT LIMITED.**
- II. The Registered Office of the Company is situated in the state of West Bengal
- III. **(A) THE OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:-**
 1. To take over the entire business together with the assets, goodwill, if any patent rights and all facilities as agoing concern “National Investigation and security” from Debajit Choudhury, Sole Proprietor.
 2. To recruit, train and deploy staff to provide security services in the nature of Guard deployment as required by the Industry to sell, commission and maintain various electrical, mechanical surveillance and security equipments, to provide cash and personal escorts, to recover and take measures to recover assets and dues of clients lying outstanding and to conduct enquiry, investigation verification of investigative nature and to arrange for enforcement, compliance of different statutes on behalf of the clients.
 3. To organise, training programme, performance development programme for enhancing the physical and mental skills of the capacity staffs, to carry on the business of consultancy services, to provide Integrated Facility Management Services and Payroll Management Services and to provide end to end solutions in the fields of all kinds of security services, upkeep services, housekeeping, deployment of cleaners and pest control activities and other building maintenance and building management staff, supervising of cleaning, civil, electrical, mechanical maintenance activities and daily maintenance services.
 4. To carry on the business of process, produce, mix, pack, preserve, freeze, extract, refine, manufacture, import, export, buy, sell, trade and deal in processed foods, health foods, protein foods, food products, agro foods, fast foods, packed foods, poultry products, sea foods, milk foods, health and diet drinks, extruded foods, frozen foods, dehydrated foods, precooked foods, canned foods, preserved foods, bakery products and confectionery items such as breads, biscuits, sweets, cakes, pastries, cookies, wafers, condoles, lemon drops, chocolate, toffees, tinned fruits, chewing gum, bubble gum, tea and coffee, vegetables, fruits, jams, jelly, pickles, squashes, sausages, nutrient, health and diet foods / drinks, extruded foods, confectionery items, sweets, cereals products and any other food products in and outside India.



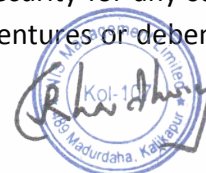
(B) MATTERS WHICH ARE NECESSARY FOR FURTHERANCE OF THE OBJECTS SPECIFIED IN CLAUSE III(A) ARE:—

1. To buy all kinds of plant, equipment, machinery, apparatus, tools, utensils, commodities, substances, articles and things necessary or useful for carrying on the objects of the Company.
2. To enter into agreement with any company or persons for obtaining by grant of licence or on such other terms of all types, formulae and such other rights and benefits, technical information, know-how and expert guidance and equipment and machinery and things mentioned herein above and to arrange facilities for training of technical personnel by them.
3. To establish, provide, maintain and conduct or otherwise, subsidise research laboratories and experimental workshops for scientific and technical research and experiments and to undertake and carry on with all scientific and technical research, experiments and tests of all kinds and to promote studies and research both scientific and technical investigation and invention by providing, subsidising, endowing or assisting laboratories, workshops, libraries, lectures, meetings and conferences and by providing the remuneration to scientific and technical professors and teachers and to award, scholarships, prizes, grants and bursaries to students and to encourage, promote and reward studies, researches, investigations, experiments, tests and inventions of any kind that may be considered likely to assist the objects of the Company.
4. To acquire by concession, grant, purchase, licence or otherwise either absolutely or conditionally and either alone or jointly with others land, buildings, machinery, plants, utensils, works, conveniences and such other movable and immovable properties of any description and any patents, trademarks, concessions, privileges, brevets, d'invention, licences, protections and concessions conferring any exclusive or limited rights to any inventions, information which may seem necessary for any of the objects of the Company and to construct, maintain and alter any building or work, necessary or convenient for the business of the Company and to pay for such land, buildings, works, property or rights or any such other property and rights purchased or acquired by or for the Company by shares, debentures, debenture stock, bonds or such other securities of the Company or otherwise and manage, develop or otherwise dispose of in such manner and for such consideration as may be deemed proper or expedient to attain the main objects of the Company.
5. Subject to the provisions of the Companies Act, 2013 to amalgamate with any other Company having objects altogether or in part similar to those of this Company.
6. To enter into any arrangement with any Government or Authorities Municipal, local or otherwise or any person or company in India or abroad, that may seem conducive to the objects of the company or any of them and to obtain from any such Government, Authority persons or company any rights, privileges, charters, contracts, licences and concessions including in particular rights in respect of



waterways, roads and highways, which the Company may carry out, exercise and comply therewith.

7. To apply for and obtain any order of Central/State or such other Authority for enabling the Company to carry on any of its objects into effect or for effecting any modifications of the Company's constitution or any other such purpose, which may seem expedient and to make representations against any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interest.
8. To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint-venture, reciprocal concessions or otherwise with any person, or company carrying on or engaged in any business or transaction which this Company is authorised to carry on.
9. To purchase or otherwise acquire and undertake the whole or any part of the business, property, rights and liabilities of any company, firms or person carrying on business which this Company is authorised to carry on or is possessed of rights suitable for the objects of this Company, or otherwise.
10. To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others and to do all such other things as are incidental or as may be conducive to the attainment of the objects or any of them.
11. To promote, form and register, aid in the promotion, formation and registration of any company or companies, subsidiary or otherwise for the purpose of acquiring all or any of the properties, rights and liabilities of this Company and to transfer to any such company any property of this company and to be interested in or take or otherwise acquire, hold, sell or otherwise dispose of shares, stock, debentures and such other securities of all types in or of any such company, subsidiary or otherwise for all or any of the objects mentioned in this Memorandum of Association and to assist any such company and to undertake the management and secretarial or such other work, duties and business on such terms as may be arranged.
12. To open accounts with any bank or financial institution and to draw make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, hundies, bills of lading, warrants, debentures and such other negotiable or transferable instruments of all types and to buy the same.
13. Subject to the provisions of the Companies Act, 2013 including the rules and regulations made therein and the directions issued by Reserve Bank of India to borrow, raise or secure the payment of money or to receive money as loan, at interest for any of the objects of the company and at such time or times as may be expedient, by promissory notes, bills of exchange, hundies, bills of lading, warrants or such other negotiable instruments of all types or by taking credit in or opening current accounts or over-draft accounts with any person, firm, bank or company and whether with or without any security or by such other means, as may deem expedient and in particular by the issue of debentures or debenture stock, perpetual or otherwise and in security for any such money so borrowed, raised or received and of any such debentures or debenture stock so



issued, to mortgage, pledge or charge the whole or any part of the property and assets of the Company both present and future, including its uncalled capital, by special assignment or otherwise or to transfer or convey the same absolutely or in trust and to give the lenders power of sale and other powers as may seem expedient and to purchase, redeem or pay off such securities provided that the Company shall not carry on the business of banking within the meaning of the Banking Regulation Act, 1949.

14. To advance money not immediately required by the Company or give credit to such persons, firms or companies and on such terms with or without security as may seem expedient and in particular to customers of and such others having dealings with the Company and to give guarantees or securities of any such persons, firms, companies as may appear proper or reasonable provided that the Company shall not carry on the business of banking, within the meaning of Banking Regulation Act, 1949.
 15. To improve alter, manage, develop, exchange, mortgage, enfranchise and dispose of, any part of the land, properties, assets and rights and the resources and undertakings of the Company, in such manner and on such terms as the Company may determine.
 16. To remunerate any person or company, for services rendered or to be rendered in or about the formation or promotion of the Company or the conduct of its business, subject to the provisions of the Companies Act, 2013.
 17. To provide for the welfare of employees or ex-employees (including Directors and other officers) of the Company and the wives and families or the dependents or connections of such persons, by building or contributing to the building of houses, or dwellings or chawls or by grants of money, pensions, allowances, bonus or other such payments or be creating and from time to time, subscribing or contributing to provident fund and other associations, institutions, funds or trusts, and/or by providing or subscribing or contributing towards places of instruction and recreation, hospitals and dispensaries, medical and such other attendances and assistance as the Company shall determine.
 18. To undertake and execute any trusts, the undertaking of which may seem desirable, either gratuitously or otherwise, for the attainment of the main objects of the Company.
- IV. The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.
- V. The Authorised Share Capital of the company is Rs 14,00,00,000(Rupees Fourteen Crores only) divided into 1,40,00,000 (One Crores Forty Lakhs only) Equity Shares of Rs. 10/- each with power to increase and decrease the Capital of the Company and to divide the Shares in Capital for the time being into several classes and to attach thereto respectively such preferential qualified or Special Rights, privilege or conditions and may be determined by or in accordance with the Article of the Company for the time being and to modify or abrogate any such rights, privileges or conditions in such manner as may be permitted by the Act, or provided by the Articles of the Company for the time being.



We the several persons, whose name and address are given hereunder, are desirous of being formed into a Company in pursuance of these Memorandum of Association and we respectively agree to take number of shares in the capital of the Company set opposite to our respective names.

Signature, Full Names, Address Father/ Husband Name and Occupations of Subscribers	Numbers of Equity Shares to be taken by each subscriber	Signature, Full Name, Address Description, Occupation of witness
DEBAJIT CHOUDHURY S/O Late Sankar Narayan Choudhury 58/99, Prince Anwar Shah Road, Kolkata-70045 Occupation-Business	5000 (Five Thousand)	Witness to all the Signatories:- SUBHADIP DEY S/O. Mr. Tarak Nath Dey 5 & 6 Facy Lane, Kolkata-700001
RINA CHOUDHURY D/O Mr. Sushil Ranjan Ghosh 58/99, Prince Anwar Shah Road, Kolkata-700045 Occupation:- Business	5000 (Five Thousand)	
	10,000 (Ten Thousand)	

Calcutta dated the 20th March, 2006

(4)



**THE COMPANIES ACT, 2013
(COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
NIS MANAGEMENT LIMITED**

Sr. No	Particulars	
1.	No regulation contained in Table "F" in the First Schedule to Companies Act, 2013 shall apply to this Company but the regulations for the Management of the Company and for the observance of the Members thereof and their representatives shall be as set out in the relevant provisions of the Companies Act, 2013 and subject to any exercise of the statutory powers of the Company with reference to the repeal or alteration of or addition to its regulations by Special Resolution as prescribed by the said Companies Act, 2013 be such as are contained in these Articles unless the same are repugnant or contrary to the provisions of the Companies Act, 2013 or any amendment thereto.	Table F Applicable.
	Interpretation Clause	
2.	In the interpretation of these Articles the following expressions shall have the following meanings unless repugnant to the subject or context:	
	(a) "The Act" means the Companies Act, 2013 and includes any statutory modification or re-enactment thereof for the time being in force.	Act
	(b) "These Articles" means Articles of Association for the time being in force or as may be altered from time to time vide Special Resolution.	Articles
	(c) "Auditors" means and includes those persons appointed as such for the time being of the Company.	Auditors
	(d) "Capital" means the share capital for the time being raised or authorized to be raised for the purpose of the Company.	Capital
	(e) *"The Company" shall mean NIS MANAGEMENT LIMITED	
	(f) "Executor" or "Administrator" means a person who has obtained a probate or letter of administration, as the case may be from a Court of competent jurisdiction and shall include a holder of a Succession Certificate authorizing the holder thereof to negotiate or transfer the Share or Shares of the deceased Member and shall also include the holder of a Certificate granted by the Administrator General under section 31 of the Administrator General Act, 1963.	Executor or Administrator
	(g) "Legal Representative" means a person who in law represents the estate of a deceased Member.	Legal Representative



	(h) Words importing the masculine gender also include the feminine gender.	Gender
	(i) "In Writing" and "Written" includes printing lithography and other modes of representing or reproducing words in a visible form.	In Writing and Written
	(j) The marginal notes hereto shall not affect the construction thereof.	Marginal notes
	(k) "Meeting" or "General Meeting" means a meeting of members.	Meeting or General Meeting
	(l) "Month" means a calendar month.	Month
	(m) "Annual General Meeting" means a General Meeting of the Members held in accordance with the provision of section 96 of the Act.	Annual General Meeting
	(n) "Extra-Ordinary General Meeting" means an Extraordinary General Meeting of the Members duly called and constituted and any adjourned holding thereof.	Extra-Ordinary General Meeting
	(o) "National Holiday" means and includes a day declared as National Holiday by the Central Government.	National Holiday
	(p) "Non-retiring Directors" means a director not subject to retirement by rotation.	Non-retiring Directors
	(q) "Office" means the registered Office for the time being of the Company.	Office
	(r) "Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto by Section 114 of the Act.	Ordinary and Special Resolution
	(s) "Person" shall be deemed to include corporations and firms as well as individuals.	Person
	(t) "Proxy" means an instrument whereby any person is authorized to vote for a member at General Meeting or Poll and includes attorney duly constituted under the power of attorney.	Proxy
	(u) "The Register of Members" means the Register of Members to be kept pursuant to Section 88(1) (a) of the Act.	Register of Members
	(v) "Seal" means the common seal for the time being of the Company.	Seal
	(w) Words importing the Singular number include where the context admits or requires the plural number and vice versa.	Singular number
	(x) "The Statutes" means the Companies Act, 2013 and every other Act for the time being in force affecting the Company.	Statutes



	(y) "These presents" means the Memorandum of Association and the Articles of Association as originally framed or as altered from time to time.	These presents
	(z) "Variation" shall include abrogation; and "vary" shall include abrogate.	Variation
	(aa) "Year" means the calendar year and "Financial Year" shall have the meaning assigned thereto by Section 2(41) of the Act.	Year and Financial Year
	Save as aforesaid any words and expressions contained in these Articles shall bear the same meanings as in the Act or any statutory modifications thereof for the time being in force.	Expressions in the Act to bear the same meaning in Articles
	CAPITAL	
3.	The Authorized Share Capital of the Company shall be such amount as may be mentioned in Clause V of Memorandum of Association of the Company from time to time.	Authorized Capital.
4.	The Company may in General Meeting from time to time by Ordinary Resolution increase its capital by creation of new Shares which may be unclassified and may be classified at the time of issue in one or more classes and of such amount or amounts as may be deemed expedient. The new Shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution shall prescribe and in particular, such Shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a right of voting at General Meeting of the Company in conformity with Section 47 of the Act. Whenever the capital of the Company has been increased under the provisions of this Article the Directors shall comply with the provisions of Section 64 of the Act.	Increase of capital by the Company how carried into effect
5.	Except so far as otherwise provided by the conditions of issue or by these Presents, any capital raised by the creation of new Shares shall be considered as part of the existing capital, and shall be subject to the provisions herein contained, with reference to the payment of calls and installments, forfeiture, lien, surrender, transfer and transmission, voting and otherwise.	New Capital same as existing capital
6.	The Board shall have the power to issue a part of authorized capital by way of non-voting Shares at price(s) premia, dividends, eligibility, volume, quantum, proportion and other terms and conditions as they deem fit, subject however to provisions of law, rules, regulations, notifications and enforceable guidelines for the time being in force.	Non Voting Shares
7.	Subject to the provisions of the Act and these Articles, the Board of Directors may issue redeemable preference shares to such persons, on such terms and conditions and at such times as Directors think fit either at premium or at par, and with full power to give any person the option to call for or be allotted shares of the company either at premium or at par, such option being exercisable at such times and for such consideration as the Board thinks fit.	Redeemable Preference Shares



8.	The holder of Preference Shares shall have a right to vote only on Resolutions, which directly affect the rights attached to his Preference Shares.	Voting rights of preference shares
9.	On the issue of redeemable preference shares under the provisions of Article 7 hereof , the following provisions-shall take effect: (a) No such Shares shall be redeemed except out of profits of which would otherwise be available for dividend or out of proceeds of a fresh issue of shares made for the purpose of the redemption; (b) No such Shares shall be redeemed unless they are fully paid; (c) Subject to section 55(2)(d)(i) the premium, if any payable on redemption shall have been provided for out of the profits of the Company or out of the Company's security premium account, before the Shares are redeemed; (d) Where any such Shares are redeemed otherwise then out of the proceeds of a fresh issue, there shall out of profits which would otherwise have been available for dividend, be transferred to a reserve fund, to be called "the Capital Redemption Reserve Account", a sum equal to the nominal amount of the Shares redeemed, and the provisions of the Act relating to the reduction of the share capital of the Company shall, except as provided in Section 55of the Act apply as if the Capital Redemption Reserve Account were paid-up share capital of the Company; and Subject to the provisions of Section 55 of the Act, the redemption of preference shares hereunder may be effected in accordance with the terms and conditions of their issue and in the absence of any specific terms and conditions in that behalf, in such manner as the Directors may think fit. The reduction of Preference Shares under the provisions by the Company shall not be taken as reducing the amount of its Authorized Share Capital.	Provisions to apply on issue of Redeemable Preference Shares
10.	The Company may (subject to the provisions of sections 52, 55, 66, both inclusive, and other applicable provisions, if any, of the Act) from time to time by Special Resolution reduce (a) the share capital; (b) any capital redemption reserve account; or (c) any security premium account In any manner for the time being, authorized by law and in particular capital may be paid off on the footing that it may be called up again or otherwise. This Article is not to derogate from any power the Company would have, if it were omitted.	Reduction of capital
11.	Any debentures, debenture-stock or other securities may be issued at a discount, premium or otherwise and may be issued on condition that they shall be convertible into shares of any denomination and with any privileges and conditions as to redemption, surrender, drawing, allotment of shares, attending (but not voting) at the General Meeting, appointment of Directors and otherwise. Debentures with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in the General	Debentures



	Meeting by a Special Resolution.	
12.	The Company may exercise the powers of issuing sweat equity shares conferred by Section 54 of the Act of a class of shares already issued subject to such conditions as may be specified in that sections and rules framed there under.	Issue of Sweat Equity Shares
13.	The Company may issue shares to Employees including its Directors other than independent directors and such other persons as the rules may allow, under Employee Stock Option Scheme (ESOP) or any other scheme, if authorized by a Special Resolution of the Company in general meeting subject to the provisions of the Act, the Rules and applicable guidelines made there under, by whatever name called.	ESOP
14.	Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.	Buy Back of shares
15.	Subject to the provisions of Section 61 of the Act, the Company in general meeting may, from time to time, sub-divide or consolidate all or any of the share capital into shares of larger amount than its existing share or sub-divide its shares, or any of them into shares of smaller amount than is fixed by the Memorandum; subject nevertheless, to the provisions of clause (d) of sub-section (1) of Section 61; Subject as aforesaid the Company in general meeting may also cancel shares which have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.	Consolidation, Sub-Division And Cancellation
16.	Subject to compliance with applicable provision of the Act and rules framed there under the company shall have power to issue depository receipts in any foreign country.	Issue of Depository Receipts
17.	Subject to compliance with applicable provision of the Act and rules framed there under the company shall have power to issue any kind of securities as permitted to be issued under the Act and rules framed there under.	Issue of Securities
	MODIFICATION OF CLASS RIGHTS	
18.	(a) If at any time the share capital, by reason of the issue of Preference Shares or otherwise is divided into different classes of shares, all or any of the rights privileges attached to any class (unless otherwise provided by the terms of issue of the shares of the class) may, subject to the provisions of Section 48 of the Act and whether or not the Company is being wound-up, be varied, modified or dealt, with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of that class. The provisions of these Articles relating to general meetings shall mutatis mutandis apply to every such separate class of meeting. Provided that if variation by one class of shareholders affects the rights of any other class of shareholders, the consent of three-	Modification of rights



	fourths of such other class of shareholders shall also be obtained and the provisions of this section shall apply to such variation.	
	(b) The rights conferred upon the holders of the Shares including Preference Share, if any) of any class issued with preferred or other rights or privileges shall, unless otherwise expressly provided by the terms of the issue of shares of that class, be deemed not to be modified, commuted, affected, abrogated, dealt with or varied by the creation or issue of further shares ranking pari passu therewith.	New Issue of Shares not to affect rights attached to existing shares of that class.
19.	Subject to the provisions of Section 62 of the Act and these Articles, the shares in the capital of the company for the time being shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit and with the sanction of the company in the General Meeting to give to any person or persons the option or right to call for any shares either at par or premium during such time and for such consideration as the Directors think fit, and may issue and allot shares in the capital of the company on payment in full or part of any property sold and transferred or for any services rendered to the company in the conduct of its business and any shares which may so be allotted may be issued as fully paid up shares and if so issued, shall be deemed to be fully paid shares.	Shares at the disposal of the Directors.
20.	The Company may issue shares or other securities in any manner whatsoever including by way of a preferential offer, to any persons whether or not those persons include the persons referred to in clause (a) or clause (b) of sub-section (1) of section 62 subject to compliance with section 42 and 62 of the Act and rules framed thereunder.	Power to issue shares on preferential basis.
21.	The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.	Shares should be Numbered progressively and no share to be subdivided.
22.	An application signed by or on behalf of an applicant for shares in the Company, followed by an allotment of any shares therein, shall be an acceptance of shares within the meaning of these Articles, and every person who thus or otherwise accepts any shares and whose name is on the Register shall for the purposes of these Articles, be a Member.	Acceptance of Shares.
23.	Subject to the provisions of the Act and these Articles, the Directors may allot and issue shares in the Capital of the Company as payment or part payment for any property (including goodwill of any business) sold or transferred, goods or machinery supplied or for services rendered to the Company either in or about the formation or promotion of the Company or the conduct of its business and any shares which may be so allotted may be issued as fully paid-up or partly paid-up otherwise than in cash, and if so issued, shall be deemed to be fully paid-up or partly paid-up shares as aforesaid.	Directors may allot shares as full paid-up



24.	The money (if any) which the Board shall on the allotment of any shares being made by them, require or direct to be paid by way of deposit, call or otherwise, in respect of any shares allotted by them shall become a debt due to and recoverable by the Company from the allottee thereof, and shall be paid by him, accordingly.	Deposit and call etc. to be a debt payable immediately.
25.	Every Member, or his heirs, executors, administrators, or legal representatives, shall pay to the Company the portion of the Capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, require on date fixed for the payment thereof.	Liability of Members.
26.	Shares may be registered in the name of any limited company or other corporate body but not in the name of a firm, an insolvent person or a person of unsound mind.	Registration of Shares.
	RETURN ON ALLOTMENTS TO BE MADE OR RESTRICTIONS ON ALLOTMENT	
27.	The Board shall observe the restrictions as regards allotment of shares to the public, and as regards return on allotments contained in Section 39 of the Act.	
	CERTIFICATES	
28.	(a) Every member shall be entitled, without payment, to one or more certificates in marketable lots, for all the shares of each class or denomination registered in his name, or if the Directors so approve (upon paying such fee as provided in the relevant laws) to several certificates, each for one or more of such shares and the company shall complete and have ready for delivery such certificates within two months from the date of allotment, unless the conditions of issue thereof otherwise provide, or within one month of the receipt of application for registration of transfer, transmission, sub-division, consolidation or renewal of any of its shares as the case may be. Every certificate of shares shall be under the seal of the company and shall specify the number and distinctive numbers of shares in respect of which it is issued and amount paid-up thereon and shall be in such form as the directors may prescribe or approve, provided that in respect of a share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate and delivery of a certificate of shares to one of several joint holders shall be sufficient delivery to all such holder. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment or its fractional coupons of requisite value, save in cases of issues against letter of acceptance or of renunciation or in cases of issue of bonus shares. Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors under a duly registered power of attorney and the Secretary or some other person appointed by the Board for	Share Certificates.



	the purpose and two Directors or their attorneys and the Secretary or other person shall sign the share certificate, provided that if the composition of the Board permits of it, at least one of the aforesaid two Directors shall be a person other than a Managing or whole-time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person, to whom it has been issued, indicating the date of issue. (b) Any two or more joint allottees of shares shall, for the purpose of this Article, be treated as a single member, and the certificate of any shares which may be the subject of joint ownership, may be delivered to anyone of such joint owners on behalf of all of them. For any further certificate the Board shall be entitled, but shall not be bound, to prescribe a charge not exceeding Rupees Fifty. The Company shall comply with the provisions of Section 39 of the Act. (c) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithography, but not by means of a rubber stamp provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose.	
29.	If any certificate be worn out, defaced, mutilated or torn or if there be no further space on the back thereof for endorsement of transfer, then upon production and surrender thereof to the Company, a new Certificate may be issued in lieu thereof, and if any certificate lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, being given, a new Certificate in lieu thereof shall be given to the party entitled to such lost or destroyed Certificate. Every Certificate under the Article shall be issued without payment of fees if the Directors so decide, or on payment of such fees (not exceeding Rs.50/- for each certificate) as the Directors shall prescribe. Provided that no fee shall be charged for issue of new certificates in replacement of those which are old, defaced or worn out or where there is no further space on the back thereof for endorsement of transfer. Provided that notwithstanding what is stated above the Directors shall comply with such Rules or Regulation or requirements of any Stock Exchange or the Rules made under the Act or the rules made under Securities Contracts (Regulation) Act, 1956, or any other Act, or rules applicable in this behalf. The provisions of this Article shall mutatis mutandis apply to debentures of the Company.	Issue of new certificates in place of those defaced, lost or destroyed.
30.	(a) If any share stands in the names of two or more persons, the person first named in the Register shall as regard receipts of dividends or bonus or service of notices and all or any other matter connected with the Company except voting at meetings, and the transfer of the shares, be deemed sole holder thereof but the joint-holders of a share shall be severally as well as jointly liable for the payment of all calls and other payments due in respect of such share and for all incidentals thereof according to the Company's	The first named joint holder deemed Sole holder.



	regulations.	
	(b) The Company shall not be bound to register more than three persons as the joint holders of any share.	Maximum number of joint holders.
31.	Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognise any equitable, contingent, future or partial interest in any share, or (except only as is by these Articles otherwise expressly provided) any right in respect of a share other than an absolute right thereto, in accordance with these Articles, in the person from time to time registered as the holder thereof but the Board shall be at liberty at its sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.	Company not bound to recognise any interest in share other than that of registered holders.
32.	If by the conditions of allotment of any share the whole or part of the amount or issue price thereof shall be payable by installment, every such installment shall when due be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal representative.	Installment on shares to be duly paid.
	UNDERWRITING AND BROKERAGE	
33.	Subject to the provisions of Section 40 (6) of the Act, the Company may at any time pay a commission to any person in consideration of his subscribing or agreeing, to subscribe (whether absolutely or conditionally) for any shares or debentures in the Company, or procuring, or agreeing to procure subscriptions (whether absolutely or conditionally) for any shares or debentures in the Company but so that the commission shall not exceed the maximum rates laid down by the Act and the rules made in that regard. Such commission may be satisfied by payment of cash or by allotment of fully or partly paid shares or partly in one way and partly in the other.	Commission
34.	The Company may pay on any issue of shares and debentures such brokerage as may be reasonable and lawful.	Brokerage
	CALLS	
35.	(1) The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board and not by a circular resolution, make such calls as it thinks fit, upon the Members in respect of all the moneys unpaid on the shares held by them respectively and each Member shall pay the amount of every call so made on him to the persons and at the time and places appointed by the Board. (2) A call may be revoked or postponed at the discretion of the Board. (3) A call may be made payable by installments.	Directors may make calls
36.	Fifteen days' notice in writing of any call shall be given by the Company specifying the time and place of payment, and the person or persons to whom such call shall be paid.	Notice of Calls



37.	A call shall be deemed to have been made at the time when the resolution of the Board of Directors authorising such call was passed and may be made payable by the members whose names appear on the Register of Members on such date or at the discretion of the Directors on such subsequent date as may be fixed by Directors.	Calls to date from resolution.
38.	Whenever any calls for further share capital are made on shares, such calls shall be made on uniform basis on all shares falling under the same class. For the purposes of this Article shares of the same nominal value of which different amounts have been paid up shall not be deemed to fall under the same class.	Calls on uniform basis.
39.	The Board may, from time to time, at its discretion, extend the time fixed for the payment of any call and may extend such time as to all or any of the members who on account of the residence at a distance or other cause, which the Board may deem fairly entitled to such extension, but no member shall be entitled to such extension save as a matter of grace and favour.	Directors may extend time.
40.	If any Member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board not exceeding 21% per annum but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member.	Calls to carry interest.
41.	If by the terms of issue of any share or otherwise any amount is made payable at any fixed time or by installments at fixed time (whether on account of the amount of the share or by way of premium) every such amount or installment shall be payable as if it were a call duly made by the Directors and of which due notice has been given and all the provisions herein contained in respect of calls shall apply to such amount or installment accordingly.	Sums deemed to be calls.
42.	On the trial or hearing of any action or suit brought by the Company against any Member or his representatives for the recovery of any money claimed to be due to the Company in respect of his shares, if shall be sufficient to prove that the name of the Member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequent to the date at which the money is sought to be recovered is alleged to have become due on the share in respect of which such money is sought to be recovered in the Minute Books: and that notice of such call was duly given to the Member or his representatives used in pursuance of these Articles: and that it shall not be necessary to prove the appointment of the Directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made was duly convened or constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.	Proof on trial of suit for money due on shares.
43.	Neither a judgment nor a decree in favour of the Company for calls or other moneys due in respect of any shares nor any part payment or satisfaction there under nor the receipt by the Company of a	Judgment, decree, partial payment motto proceed for



	portion of any money which shall from time to time be due from any Member of the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce forfeiture of such shares as hereinafter provided.	forfeiture.
44.	(a) The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums, actually called up and upon the moneys so paid in advance, or upon so much thereof, from time to time, and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made the Board may pay or allow interest, at such rate as the member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time any amount so advanced or may at any time repay the same upon giving to the Member three months' notice in writing: provided that moneys paid in advance of calls on shares may carry interest but shall not confer a right to dividend or to participate in profits. (b) No Member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable. The provisions of this Article shall mutatis mutandis apply to calls on debentures issued by the Company.	Payments in Anticipation of calls may carry interest
	LIEN	
45.	The Company shall have a first and paramount lien upon all the shares/debentures (other than fully paid-up shares/debentures) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares/debentures and no equitable interest in any share shall be created except upon the footing and condition that this Article will have full effect. And such lien shall extend to all dividends and bonuses from time to time declared in respect of such shares/debentures. Unless otherwise agreed the registration of a transfer of shares/debentures shall operate as a waiver of the Company's lien if any, on such shares/debentures. The Directors may at any time declare any shares/debentures wholly or in part to be exempt from the provisions of this clause.	Company to have Lien on shares.
46.	For the purpose of enforcing such lien the Directors may sell the shares subject thereto in such manner as they shall think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member or the person (if any) entitled by transmission to the shares and default shall have been made by him in payment, fulfillment of discharge of such debts, liabilities or engagements for seven days after such notice. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof and purchaser shall be registered as the holder of the shares comprised in any such transfer. Upon any such sale as the Certificates in respect of the	As to enforcing lien by sale.



	shares sold shall stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a new Certificate or Certificates in lieu thereof to the purchaser or purchasers concerned.	
47.	The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.	Application of proceeds of sale.
	FORFEITURE AND SURRENDER OF SHARES	
48.	If any Member fails to pay the whole or any part of any call or installment or any moneys due in respect of any shares either by way of principal or interest on or before the day appointed for the payment of the same, the Directors may, at any time thereafter, during such time as the call or installment or any part thereof or other moneys as aforesaid remains unpaid or a judgment or decree in respect thereof remains unsatisfied in whole or in part, serve a notice on such Member or on the person (if any) entitled to the shares by transmission, requiring him to pay such call or installment of such part thereof or other moneys as remain unpaid together with any interest that may have accrued and all reasonable expenses (legal or otherwise) that may have been accrued by the Company by reason of such non-payment. Provided that no such shares shall be forfeited if any moneys shall remain unpaid in respect of any call or installment or any part thereof as aforesaid by reason of the delay occasioned in payment due to the necessity of complying with the provisions contained in the relevant exchange control laws or other applicable laws of India, for the time being in force.	If call or installment not paid, notice may be given.
49.	The notice shall name a day (not being less than fourteen days from the date of notice) and a place or places on and at which such call or installment and such interest thereon as the Directors shall determine from the day on which such call or installment ought to have been paid and expenses as aforesaid are to be paid. The notice shall also state that, in the event of the non-payment at or before the time and at the place or places appointed, the shares in respect of which the call was made or installment is payable will be liable to be forfeited.	Terms of notice.
50.	If the requirements of any such notice as aforesaid shall not be complied with, every or any share in respect of which such notice has been given, may at any time thereafter but before payment of all calls or installments, interest and expenses, due in respect thereof, be forfeited by resolution of the Board to that effect. Such forfeiture shall include all dividends declared or any other moneys payable in respect of the forfeited share and not actually paid before the forfeiture.	On default of payment, shares to be forfeited.



51.	When any shares have been forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture, with the date thereof shall forthwith be made in the Register of Members.	Notice of forfeiture to a Member
52.	Any shares so forfeited, shall be deemed to be the property of the Company and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person, upon such terms and in such manner as the Board in their absolute discretion shall think fit.	Forfeited shares to be property of the Company and maybe sold etc.
53.	Any Member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment, at such rate as the Board may determine and the Board may enforce the payment of the whole or a portion thereof as if it were a new call made at the date of the forfeiture, but shall not be under any obligation to do so.	Members still liable to pay money owing at time of forfeiture and interest.
54.	The forfeiture shares shall involve extinction at the time of the forfeiture, of all interest in all claims and demand against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.	Effect of forfeiture.
55.	A declaration in writing that the declarant is a Director or Secretary of the Company and that shares in the Company have been duly forfeited in accordance with these articles on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.	Evidence of Forfeiture.
56.	The Company may receive the consideration, if any, given for the share on any sale, re-allotment or other disposition thereof and the person to whom such share is sold, re-allotted or disposed of may be registered as the holder of the share and he shall not be bound to see to the application of the consideration: if any, nor shall his title to the share be affected by any irregularly or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposal of the shares.	Title of purchaser and allottee of Forfeited shares.
57.	Upon any sale, re-allotment or other disposal under the provisions of the preceding Article, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons entitled thereto.	Cancellation of share certificate in respect of forfeited shares.
58.	In the meantime and until any share so forfeited shall be sold, re-allotted, or otherwise dealt with as aforesaid, the forfeiture thereof may, at the discretion and by a resolution of the Directors, be remitted as a matter of grace and favour, and not as was owing thereon to the Company at the time of forfeiture being declared	Forfeiture may be remitted.



	with interest for the same unto the time of the actual payment thereof if the Directors shall think fit to receive the same, or on any other terms which the Director may deem reasonable.	
59.	Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the Shares sold and cause the purchaser's name to be entered in the Register of Members in respect of the Shares sold, and the purchasers shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register of Members in respect of such Shares, the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.	Validity of sale
60.	The Directors may, subject to the provisions of the Act, accept a surrender of any share from or by any Member desirous of surrendering on such terms the Directors may think fit.	Surrender of shares.
	TRANSFER AND TRANSMISSION OF SHARES	
61.	(a) The instrument of transfer of any share in or debenture of the Company shall be executed by or on behalf of both the transferor and transferee. (b) The transferor shall be deemed to remain a holder of the share or debenture until the name of the transferee is entered in the Register of Members or Register of Debenture holders in respect thereof.	Execution of the instrument of shares.
62.	The instrument of transfer of any share or debenture shall be in writing and all the provisions of Section 56 and statutory modification thereof including other applicable provisions of the Act shall be duly complied with in respect of all transfers of shares or debenture and registration thereof. The instrument of transfer shall be in a common form approved by the Exchange;	Transfer Form.
63.	The Company shall not register a transfer in the Company other than the transfer between persons both of whose names are entered as holders of beneficial interest in the records of a depository, unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee and specifying the name, address and occupation if any, of the transferee, has been delivered to the Company along with the certificate relating to the shares or if no such share certificate is in existence along with the letter of allotment of the shares: Provided that where, on an application in writing made to the Company by the transferee and bearing the stamp, required for an instrument of transfer, it is proved to the satisfaction of the Board of Directors that the instrument of transfer signed by or on behalf of the transferor and by or on behalf of the transferee has been lost, the Company may register the transfer on such terms as to indemnity as the Board may think fit, provided further that nothing in this Article shall prejudice any power of the Company to register as shareholder any	Transfer not to be registered except on production of instrument of transfer.



	person to whom the right to any shares in the Company has been transmitted by operation of law.	
64.	Subject to the provisions of Section 58 of the Act and Section 22A of the Securities Contracts (Regulation) Act, 1956, the Directors may, decline to register— (a) any transfer of shares on which the company has a lien. That registration of transfer shall however not be refused on the ground of the transferor being either alone or jointly with any other person or persons indebted to the Company on any account whatsoever;	Directors may refuse to register transfer.
65.	If the Company refuses to register the transfer of any share or transmission of any right therein, the Company shall within one month from the date on which the instrument of transfer or intimation of transmission was lodged with the Company, send notice of refusal to the transferee and transferor or to the person giving intimation of the transmission, as the case may be, and there upon the provisions of Section 56 of the Act or any statutory modification thereof for the time being in force shall apply.	Notice of refusal to be given to transferor and transferee.
66.	No fee shall be charged for registration of transfer, transmission, Probate, Succession Certificate and letter of administration, Certificate of Death or Marriage, Power of Attorney or similar other document with the Company.	No fee on transfer.
67.	The Board of Directors shall have power on giving not less than seven days previous notice in accordance with section 91 and rules made there under close the Register of Members and/or the Register of debentures holders and/or other security holders at such time or times and for such period or periods, not exceeding thirty days at a time, and not exceeding in the aggregate forty five days at a time, and not exceeding in the aggregate forty five days in each year as it may seem expedient to the Board.	Closure of Register of Members or debenture holder or other security holders.
68.	The instrument of transfer shall after registration be retained by the Company and shall remain in its custody. All instruments of transfer which the Directors may decline to register shall on demand be returned to the persons depositing the same. The Directors may cause to be destroyed all the transfer deeds with the Company after such period as they may determine.	Custody of transfer Deeds.
69.	Where an application of transfer relates to partly paid shares, the transfer shall not be registered unless the Company gives notice of the application to the transferee and the transferee makes no objection to the transfer within two weeks from the receipt of the notice.	Application for transfer of partly paid shares.
70.	For this purpose the notice to the transferee shall be deemed to have been duly given if it is dispatched by prepaid registered post/speed post/ courier to the transferee at the address given in the instrument of transfer and shall be deemed to have been duly delivered at the time at which it would have been delivered in the ordinary course of post.	Notice to transferee.



71.	(a) On the death of a Member, the survivor or survivors, where the Member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only person recognized by the Company as having any title to his interest in the shares. (b) Before recognising any executor or administrator or legal representative, the Board may require him to obtain a Grant of Probate or Letters Administration or other legal representation as the case may be, from some competent court in India. Provided nevertheless that in any case where the Board in its absolute discretion thinks fit, it shall be lawful for the Board to dispense with the production of Probate or letter of Administration or such other legal representation upon such terms as to indemnity or otherwise, as the Board in its absolute discretion, may consider adequate (c) Nothing in clause (a) above shall release the estate of the deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.	Recognition of legal representative.
72.	The Executors or Administrators of a deceased Member or holders of a Succession Certificate or the Legal Representatives in respect of the Shares of a deceased Member (not being one of two or more joint holders) shall be the only persons recognized by the Company as having any title to the Shares registered in the name of such Members, and the Company shall not be bound to recognize such Executors or Administrators or holders of Succession Certificate or the Legal Representative unless such Executors or Administrators or Legal Representative shall have first obtained Probate or Letters of Administration or Succession Certificate as the case may be from a duly constituted Court in the Union of India provided that in any case where the Board of Directors in its absolute discretion thinks fit, the Board upon such terms as to indemnity or otherwise as the Directors may deem proper dispense with production of Probate or Letters of Administration or Succession Certificate and register Shares standing in the name of a deceased Member, as a Member. However, provisions of this Article are subject to Sections 72 of the Companies Act.	Titles of Shares of deceased Member
73.	Where, in case of partly paid Shares, an application for registration is made by the transferor, the Company shall give notice of the application to the transferee in accordance with the provisions of Section 56 of the Act.	Notice of application when to be given
74.	Subject to the provisions of the Act and these Articles, any person becoming entitled to any share in consequence of the death, lunacy, bankruptcy, insolvency of any member or by any lawful means other than by a transfer in accordance with these presents, may, with the consent of the Directors (which they shall not be under any obligation to give) upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article or of this title as the Director shall require either be registered as member in respect of such shares or elect to have	Registration of persons entitled to share otherwise than by transfer.(transmission clause).



	some person nominated by him and approved by the Directors registered as Member in respect of such shares; provided nevertheless that if such person shall elect to have his nominee registered he shall testify his election by executing in favour of his nominee an instrument of transfer in accordance so he shall not be freed from any liability in respect of such shares. This clause is hereinafter referred to as the 'Transmission Clause'.	
75.	Subject to the provisions of the Act and these Articles, the Directors shall have the same right to refuse or suspend register a person entitled by the transmission to any shares or his nominee as if he were the transferee named in an ordinary transfer presented for registration.	Refusal to register nominee.
76.	Every transmission of a share shall be verified in such manner as the Directors may require and the Company may refuse to register any such transmission until the same be so verified or until or unless an indemnity be given to the Company with regard to such registration which the Directors at their discretion shall consider sufficient, provided nevertheless that there shall not be any obligation on the Company or the Directors to accept any indemnity.	Board may require evidence of transmission.
77.	The Company shall incur no liability or responsibility whatsoever in consequence of its registering or giving effect to any transfer of shares made, or purporting to be made by any apparent legal owner thereof (as shown or appearing in the Register or Members) to the prejudice of persons having or claiming any equitable right, title or interest to or in the same shares notwithstanding that the Company may have had notice of such equitable right, title or interest or notice prohibiting registration of such transfer, and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or require to regard or attend or give effect to any notice which may be given to them of any equitable right, title or interest, or be under any liability whatsoever for refusing or neglecting so to do though it may have been entered or referred to in some book of the Company but the Company shall nevertheless be at liberty to regard and attend to any such notice and give effect thereto, if the Directors shall so think fit.	Company not liable for disregard of a notice prohibiting registration of transfer.
78.	In the case of any share registered in any register maintained outside India the instrument of transfer shall be in a form recognized by the law of the place where the register is maintained but subject thereto shall be as near to the form prescribed in Form no. SH-4 hereof as circumstances permit.	Form of transfer Outside India.
79.	No transfer shall be made to any minor, insolvent or person of unsound mind.	No transfer to insolvent etc.
	NOMINATION	
80.	i) Notwithstanding anything contained in the articles, every holder of securities of the Company may, at any time, nominate a person in whom his/her securities shall vest in the event of his/her death and the provisions of Section 72 of the Companies Act, 2013 shall apply in respect of such nomination.	Nomination



	ii) No person shall be recognized by the Company as a nominee unless an intimation of the appointment of the said person as nominee has been given to the Company during the lifetime of the holder(s) of the securities of the Company in the manner specified under Section 72 of the Companies Act, 2013 read with Rule 19 of the Companies (Share Capital and Debentures) Rules, 2014. iii) The Company shall not be in any way responsible for transferring the securities consequent upon such nomination. iv) If the holder(s) of the securities survive(s) nominee, then the nomination made by the holder(s) shall be of no effect and shall automatically stand revoked.	
81.	A nominee, upon production of such evidence as may be required by the Board and subject as hereinafter provided, elect, either- (i) to be registered himself as holder of the security, as the case may be; or (ii) to make such transfer of the security, as the case may be, as the deceased security holder, could have made; (iii) if the nominee elects to be registered as holder of the security, himself, as the case may be, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects and such notice shall be accompanied with the death certificate of the deceased security holder as the case may be; (iv) a nominee shall be entitled to the same dividends and other advantages to which he would be entitled to, if he were the registered holder of the security except that he shall not, before being registered as a member in respect of his security, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided further that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share or debenture, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable or rights accruing in respect of the share or debenture, until the requirements of the notice have been complied with.	Transmission of Securities by nominee
	DEMATERIALIZATION OF SHARES	
82.	Subject to the provisions of the Act and Rules made thereunder the Company may offer its members facility to hold securities issued by it in dematerialized form.	Dematerialisation of Securities
	JOINT HOLDER	
83.	Where two or more persons are registered as the holders of any share they shall be deemed to hold the same as joint Shareholders with benefits of survivorship subject to the following and other provisions contained in these Articles.	Joint Holders



84.	(a) The Joint holders of any share shall be liable severally as well as jointly for and in respect of all calls and other payments which ought to be made in respect of such share.	Joint and several liabilities for all payments in respect of shares.
	(b) on the death of any such joint holders the survivor or survivors shall be the only person recognized by the Company as having any title to the share but the Board may require such evidence of death as it may deem fit and nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability of shares held by them jointly with any other person;	Title of survivors.
	(c) Any one of two or more joint holders of a share may give effectual receipts of any dividends or other moneys payable in respect of share; and	Receipts of one sufficient.
	(d) only the person whose name stands first in the Register of Members as one of the joint holders of any share shall be entitled to delivery of the certificate relating to such share or to receive documents from the Company and any such document served on or sent to such person shall deemed to be service on all the holders.	Delivery of certificate and giving of notices to first named holders.
	SHARE WARRANTS	
85.	The Company may issue warrants subject to and in accordance with provisions of the Act and accordingly the Board may in its discretion with respect to any Share which is fully paid upon application in writing signed by the persons registered as holder of the Share, and authenticated by such evidence(if any) as the Board may, from time to time, require as to the identity of the persons signing the application and on receiving the certificate (if any) of the Share, and the amount of the stamp duty on the warrant and such fee as the Board may, from time to time, require, issue a share warrant.	Power to issue share warrants
86.	(a) The bearer of a share warrant may at any time deposit the warrant at the Office of the Company, and so long as the warrant remains so deposited, the depositor shall have the same right of signing a requisition for call in a meeting of the Company, and of attending and voting and exercising the other privileges of a Member at any meeting held after the expiry of two clear days from the time of deposit, as if his name were inserted in the Register of Members as the holder of the Share included in the deposit warrant. (b) Not more than one person shall be recognized as depositor of the Share warrant. (c) The Company shall, on two day's written notice, return the deposited share warrant to the depositor.	Deposit of share warrants
87.	(a) Subject as herein otherwise expressly provided, no person, being a bearer of a share warrant, shall sign a requisition for calling a meeting of the Company or attend or vote or exercise any other privileges of a Member at a meeting of the Company, or be entitled to receive any notice from the	Privileges and disabilities of the holders of share warrant



	Company. (b) The bearer of a share warrant shall be entitled in all other respects to the same privileges and advantages as if he were named in the Register of Members as the holder of the Share included in the warrant, and he shall be a Member of the Company.	
88.	The Board may, from time to time, make bye-laws as to terms on which (if it shall think fit), a new share warrant or coupon may be issued by way of renewal in case of defacement, loss or destruction.	Issue of new share warrant coupons
	CONVERSION OF SHARES INTO STOCK	
89.	The Company may, by ordinary resolution in General Meeting. a) convert any fully paid-up shares into stock; and b) re-convert any stock into fully paid-up shares of any denomination.	Conversion of shares into stock or reconversion.
90.	The holders of stock may transfer the same or any part thereof in the same manner as and subject to the same regulation under which the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit, provided that, the Board may, from time to time, fix the minimum amount of stock transferable so however that such minimum shall not exceed the nominal amount of the shares from which the stock arose.	Transfer of stock.
91.	The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, participation in profits, voting at meetings of the Company, and other matters, as if they hold the shares for which the stock arose but no such privilege or advantage shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.	Rights of stock holders.
92.	Such of the regulations of the Company (other than those relating to share warrants), as are applicable to paid up share shall apply to stock and the words "share" and "shareholders" in those regulations shall include "stock" and "stockholders" respectively.	Regulations.
	BORROWING POWERS	
93.	Subject to the provisions of the Act and these Articles, the Board may, from time to time at its discretion, by a resolution passed at a meeting of the Board generally raise or borrow money by way of deposits, loans, overdrafts, cash credit or by issue of bonds, debentures or debenture-stock (perpetual or otherwise) or in any other manner, or from any person, firm, company, co-operative society, any body corporate, bank, institution, whether incorporated in India or abroad, Government or any authority or any other body for the purpose of the Company and may secure the payment of any sums of money so received, raised or borrowed; provided that the total amount borrowed by the Company (apart from temporary loans obtained from the	Power to borrow.



	Company's Bankers in the ordinary course of business) shall not without the consent of the Company in General Meeting exceed the aggregate of the paid up capital of the Company and its free reserves that is to say reserves not set apart for any specified purpose.	
94.	Subject to the provisions of the Act and these Articles, any bonds, debentures, debenture-stock or any other securities may be issued at a discount, premium or otherwise and with any special privileges and conditions as to redemption, surrender, allotment of shares, appointment of Directors or otherwise; provided that debentures with the right to allotment of or conversion into shares shall not be issued except with the sanction of the Company in General Meeting.	Issue of discount etc. or with special privileges.
95.	The payment and/or repayment of moneys borrowed or raised as aforesaid or any moneys owing otherwise or debts due from the Company may be secured in such manner and upon such terms and conditions in all respects as the Board may think fit, and in particular by mortgage, charter, lien or any other security upon all or any of the assets or property (both present and future) or the undertaking of the Company including its uncalled capital for the time being, or by a guarantee by any Director, Government or third party, and the bonds, debentures and debenture stocks and other securities may be made assignable, free from equities between the Company and the person to whom the same may be issued and also by a similar mortgage, charge or lien to secure and guarantee, the performance by the Company or any other person or company of any obligation undertaken by the Company or any person or Company as the case may be.	Securing payment or repayment of Moneys borrowed.
96.	Any bonds, debentures, debenture-stock or their securities issued or to be issued by the Company shall be under the control of the Board who may issue them upon such terms and conditions, and in such manner and for such consideration as they shall consider to be for the benefit of the Company.	Bonds, Debentures etc. to be under the control of the Directors.
97.	If any uncalled capital of the Company is included in or charged by any mortgage or other security the Directors shall subject to the provisions of the Act and these Articles make calls on the members in respect of such uncalled capital in trust for the person in whose favour such mortgage or security is executed.	Mortgage of uncalled Capital.
98.	Subject to the provisions of the Act and these Articles if the Directors or any of them or any other person shall incur or be about to incur any liability whether as principal or surety for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or person so becoming liable as aforesaid from any loss in respect of such liability.	Indemnity may be given.
	MEETINGS OF MEMBERS	
99.	All the General Meetings of the Company other than Annual General Meetings shall be called Extra-ordinary General Meetings.	Distinction between AGM & EGM.



100.	(a) The Directors may, whenever they think fit, convene an Extra-Ordinary General Meeting and they shall on requisition of requisition of Members made in compliance with Section 100 of the Act, forthwith proceed to convene Extra-Ordinary General Meeting of the members	Extra-Ordinary General Meeting by Board and by requisition
	(b) If at any time there are not within India sufficient Directors capable of acting to form a quorum, or if the number of Directors be reduced in number to less than the minimum number of Directors prescribed by these Articles and the continuing Directors fail or neglect to increase the number of Directors to that number or to convene a General Meeting, any Director or any two or more Members of the Company holding not less than one-tenth of the total paid up share capital of the Company may call for an Extra-Ordinary General Meeting in the same manner as nearly as possible as that in which meeting may be called by the Directors.	When a Director or any two Members may call an Extra Ordinary General Meeting
101.	No General Meeting, Annual or Extraordinary shall be competent to enter upon, discuss or transfer any business which has not been mentioned in the notice or notices upon which it was convened.	Meeting not to transact business not mentioned in notice.
102.	The Chairman (if any) of the Board of Directors shall be entitled to take the chair at every General Meeting, whether Annual or Extraordinary. If there is no such Chairman of the Board of Directors, or if at any meeting he is not present within fifteen minutes of the time appointed for holding such meeting or if he is unable or unwilling to take the chair, then the Members present shall elect another Director as Chairman, and if no Director be present or if all the Directors present decline to take the chair then the Members present shall elect one of the members to be the Chairman of the meeting.	Chairman of General Meeting
103.	No business, except the election of a Chairman, shall be discussed at any General Meeting whilst the Chair is vacant.	Business confined to election of Chairman whilst chair is vacant.
104.	a) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. c) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. d) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.	Chairman with consent may adjourn meeting.
105.	In the case of an equality of votes the Chairman shall both on a show of hands, on a poll (if any) and e-voting, have casting vote in addition to the vote or votes to which he may be entitled as a Member.	Chairman's casting vote.



106.	Any poll duly demanded on the election of Chairman of the meeting or any question of adjournment shall be taken at the meeting forthwith.	In what case poll taken without adjournment.
107.	The demand for a poll except on the question of the election of the Chairman and of an adjournment shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.	Demand for poll not to prevent transaction of other business.
	VOTES OF MEMBERS	
108.	No Member shall be entitled to vote either personally or by proxy at any General Meeting or Meeting of a class of shareholders either upon a show of hands, upon a poll or electronically, or be reckoned in a quorum in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has exercised, any right or lien.	Members in arrears not to vote.
109.	Subject to the provision of these Articles and without prejudice to any special privileges, or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the company, every Member, not disqualified by the last preceding Article shall be entitled to be present, and to speak and to vote at such meeting, and on a show of hands every member present in person shall have one vote and upon a poll the voting right of every Member present in person or by proxy shall be in proportion to his share of the paid-up equity share capital of the Company, Provided, however, if any preference shareholder is present at any meeting of the Company, save as provided in subsection (2) of Section 47 of the Act, he shall have a right to vote only on resolution placed before the meeting which directly affect the rights attached to his preference shares.	Number of votes each member entitled.
110.	On a poll taken at a meeting of the Company a member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.	Casting of votes by a member entitled to more than one vote.
111.	A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, or a minor may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.	Vote of member of unsound mind and of minor
112.	Notwithstanding anything contained in the provisions of the Companies Act, 2013, and the Rules made there under, the Company may, and in the case of resolutions relating to such business as may be prescribed by such authorities from time to time, declare to be conducted only by postal ballot, shall, get any such business/ resolutions passed by means of postal ballot, instead of transacting the business in the General Meeting of the Company.	Postal Ballot
113.	A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.	E-Voting



114.	a) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders. If more than one of the said persons remain present than the senior shall alone be entitled to speak and to vote in respect of such shares, but the other or others of the joint holders shall be entitled to be present at the meeting. Several executors or administrators of a deceased Member in whose name share stands shall for the purpose of these Articles be deemed joints holders thereof. b) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.	Votes of joint members.
115.	Votes may be given either personally or by attorney or by proxy or in case of a company, by a representative duly Authorised as mentioned in Articles	Votes may be given by proxy or by representative
116.	A body corporate (whether a company within the meaning of the Act or not) may, if it is member or creditor of the Company (including being a holder of debentures) authorise such person by resolution of its Board of Directors, as it thinks fit, in accordance with the provisions of Section 113 of the Act to act as its representative at any Meeting of the members or creditors of the Company or debentures holders of the Company. A person authorised by resolution as aforesaid shall be entitled to exercise the same rights and powers (including the right to vote by proxy) on behalf of the body corporate as if it were an individual member, creditor or holder of debentures of the Company.	Representation of a body corporate.
117.	(a) A member paying the whole or a part of the amount remaining unpaid on any share held by him although no part of that amount has been called up, shall not be entitled to any voting rights in respect of the moneys paid until the same would, but for this payment, become presently payable.	Members paying money in advance.
	(b) A member is not prohibited from exercising his voting rights on the ground that he has not held his shares or interest in the Company for any specified period preceding the date on which the vote was taken.	Members not prohibited if share not held for any specified period.
118.	Any person entitled under Article 73 (transmission clause) to transfer any share may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that at least forty-eight hours before the time of holding the meeting or adjourned meeting, as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares and give such indemnify (if any) as the Directors may require or the directors shall have previously admitted his right to vote at such meeting in respect thereof.	Votes in respect of shares of deceased or insolvent members.
119.	No Member shall be entitled to vote on a show of hands unless such member is present personally or by attorney or is a body Corporate present by a representative duly Authorised under the provisions of the Act in which case such members, attorney or representative may vote on a show of hands as if he were a Member of the Company. In the case of a Body Corporate the production at the meeting of a	No votes by proxy on show of hands.



	copy of such resolution duly signed by a Director or Secretary of such Body Corporate and certified by him as being a true copy of the resolution shall be accepted by the Company as sufficient evidence of the authority of the appointment.	
120.	The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.	Appointment of a Proxy.
121.	An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.	Form of proxy.
122.	A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the Member, or revocation of the proxy or of any power of attorney which such proxy signed, or the transfer of the share in respect of which the vote is given, provided that no intimation in writing of the death or insanity, revocation or transfer shall have been received at the office before the meeting or adjourned meeting at which the proxy is used.	Validity of votes given by proxy notwithstanding death of a member.
123.	No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.	Time for objections to votes.
124.	Any such objection raised to the qualification of any voter in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.	Chairperson of the Meeting to be the judge of validity of any vote.
	DIRECTORS	
125.	Until otherwise determined by a General Meeting of the Company and subject to the provisions of Section 149 of the Act, the number of Directors (including Debenture and Alternate Directors) shall not be less than three and not more than fifteen. Provided that a company may appoint more than fifteen directors after passing a special resolution	Number of Directors
126.	A Director of the Company shall not be bound to hold any Qualification Shares in the Company.	Qualification shares.
127.	(a) Subject to the provisions of the Companies Act, 2013 and notwithstanding anything to the contrary contained in these Articles, the Board may appoint any person as a director nominated by any institution in pursuance of the provisions of any law for the time being in force or of any agreement (b) The Nominee Director/s so appointed shall not be required to hold any qualification shares in the Company nor shall be liable	Nominee Directors.



	to retire by rotation. The Board of Directors of the Company shall have no power to remove from office the Nominee Director/s so appointed. The said Nominee Director/s shall be entitled to the same rights and privileges including receiving of notices, copies of the minutes, sitting fees, etc. as any other Director of the Company is entitled. (c) If the Nominee Director/s is an officer of any of the financial institution the sitting fees in relation to such nominee Directors shall accrue to such financial institution and the same accordingly be paid by the Company to them. The Financial Institution shall be entitled to depute observer to attend the meetings of the Board or any other Committee constituted by the Board. (d) The Nominee Director/s shall, notwithstanding anything to the Contrary contained in these Articles, be at liberty to disclose any information obtained by him/them to the Financial Institution appointing him/them as such Director/s.	
128.	The Board may appoint an Alternate Director to act for a Director (hereinafter called "The Original Director") during his absence for a period of not less than three months from India. An Alternate Director appointed under this Article shall not hold office for period longer than that permissible to the Original Director in whose place he has been appointed and shall vacate office if and when the Original Director returns to India. If the term of Office of the Original Director is determined before he so returns to India, any provision in the Act or in these Articles for the automatic re-appointment of retiring Director in default of another appointment shall apply to the Original Director and not to the Alternate Director.	Appointment of alternate Director.
129.	Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint any other person to be an Additional Director. Any such Additional Director shall hold office only upto the date of the next Annual General Meeting.	Additional Director
130.	Subject to the provisions of the Act, the Board shall have power at any time and from time to time to appoint a Director, if the office of any director appointed by the company in general meeting is vacated before his term of office expires in the normal course, who shall hold office only upto the date upto which the Director in whose place he is appointed would have held office if it had not been vacated by him.	Directors power to fill casual vacancies.
131.	Until otherwise determined by the Company in General Meeting, each Director other than the Managing/Whole-time Director (unless otherwise specifically provided for) shall be entitled to sitting fees not exceeding a sum prescribed in the Act (as may be amended from time to time) for attending meetings of the Board or Committees thereof.	Sitting Fees.
132.	The Board of Directors may subject to the limitations provided in the Act allow and pay to any Director who attends a meeting at a place other than his usual place of residence for the purpose of attending a meeting, such sum as the Board may consider fair, compensation for travelling, hotel and other incidental expenses properly incurred	Travelling expenses Incurred by Director on Company's business.



	by him, in addition to his fee for attending such meeting as above specified.	
	PROCEEDING OF THE BOARD OF DIRECTORS	
133.	(a) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit. (b) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board.	Meetings of Directors.
134.	a) The Directors may from time to time elect from among their members a Chairperson of the Board and determine the period for which he is to hold office. If at any meeting of the Board, the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of the Directors then present to preside at the meeting. b) Subject to Section 203 of the Act and rules made there under, one person can act as the Chairman as well as the Managing Director or Chief Executive Officer at the same time.	Chairperson
135.	Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes and in the case of an equality of votes, the Chairman will have a second or casting vote.	Questions at Board meeting how decided.
136.	The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.	Continuing directors may act notwithstanding any vacancy in the Board
137.	Subject to the provisions of the Act, the Board may delegate any of their powers to a Committee consisting of such member or members of its body as it thinks fit, and it may from time to time revoke and discharge any such committee either wholly or in part and either as to person, or purposes, but every Committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Board. All acts done by any such Committee in conformity with such regulations and in fulfillment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the Board.	Directors may appoint committee.
138.	The Meetings and proceedings of any such Committee of the Board consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the last preceding Article.	Committee Meetings how to be governed.
139.	a) A committee may elect a Chairperson of its meetings. b) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may	Chairperson of Committee Meetings



	choose one of their members to be Chairperson of the meeting.	
140.	a) A committee may meet and adjourn as it thinks fit. b) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.	Meetings of the Committee
141.	Subject to the provisions of the Act, all acts done by any meeting of the Board or by a Committee of the Board, or by any person acting as a Director shall notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director or persons acting as aforesaid, or that they or any of them were disqualified or had vacated office or that the appointment of any of them had been terminated by virtue of any provisions contained in the Act or in these Articles, be as valid as if every such person had been duly appointed, and was qualified to be a Director.	Acts of Board or Committee shall be valid notwithstanding defect in appointment.
	RETIREMENT AND ROTATION OF DIRECTORS	
142.	Subject to the provisions of Section 161 of the Act, if the office of any Director appointed by the Company in General Meeting vacated before his term of office will expire in the normal course, the resulting casual vacancy may in default of and subject to any regulation in the Articles of the Company be filled by the Board of Directors at the meeting of the Board and the Director so appointed shall hold office only up to the date up to which the Director in whose place he is appointed would have held office if had not been vacated as aforesaid.	Power to fill casual vacancy
	POWERS OF THE BOARD	
143.	The business of the Company shall be managed by the Board who may exercise all such powers of the Company and do all such acts and things as may be necessary, unless otherwise restricted by the Act, or by any other law or by the Memorandum or by the Articles required to be exercised by the Company in General Meeting. However no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if that regulation had not been made.	Powers of the Board
144.	Without prejudice to the general powers conferred by the Articles and so as not in any way to limit or restrict these powers, and without prejudice to the other powers conferred by these Articles, but subject to the restrictions contained in the Articles, it is hereby, declared that the Directors shall have the following powers, that is to say.	Certain powers of the Board
	(1) Subject to the provisions of the Act, to purchase or otherwise acquire any lands, buildings, machinery, premises, property, effects, assets, rights, creditors, royalties, business and goodwill of any person firm or company carrying on the business which this Company is authorised to carry on, in any part of India.	To acquire any property , rights etc.



	(2) Subject to the provisions of the Act to purchase, take on lease for any term or terms of years, or otherwise acquire any land or lands, with or without buildings and out-houses thereon, situate in any part of India, at such conditions as the Directors may think fit, and in any such purchase, lease or acquisition to accept such title as the Directors may believe, or may be advised to be reasonably satisfy.	To take on Lease.
	(3) To erect and construct, on the said land or lands, buildings, houses, warehouses and sheds and to alter, extend and improve the same, to let or lease the property of the company, in part or in whole for such rent and subject to such conditions, as may be thought advisable; to sell such portions of the land or buildings of the Company as may not be required for the company; to mortgage the whole or any portion of the property of the company for the purposes of the Company; to sell all or any portion of the machinery or stores belonging to the Company.	To erect & construct.
	(4) At their discretion and subject to the provisions of the Act, the Directors may pay property rights or privileges acquired by, or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such share may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.	To pay for property.
	(5) To insure and keep insured against loss or damage by fire or otherwise for such period and to such extent as they may think proper all or any part of the buildings, machinery, goods, stores, produce and other moveable property of the Company either separately or co-jointly; also to insure all or any portion of the goods, produce, machinery and other articles imported or exported by the Company and to sell, assign, surrender or discontinue any policies of assurance effected in pursuance of this power.	To insure properties of the Company.
	(6) To open accounts with any Bank or Bankers and to pay money into and draw money from any such account from time to time as the Directors may think fit.	To open Bank accounts.
	(7) To secure the fulfillment of any contracts or engagement entered into by the Company by mortgage or charge on all or any of the property of the Company including its whole or part of its undertaking as a going concern and its uncalled capital for the time being or in such manner as they think fit.	To secure contracts by way of mortgage.
	(8) To accept from any member, so far as may be permissible by law, a surrender of the shares or any part thereof, on such terms and conditions as shall be agreed upon.	To accept surrender of shares.
	(9) To appoint any person to accept and hold in trust, for the Company property belonging to the Company, or in which it is	To appoint trustees for the



	interested or for any other purposes and to execute and to do all such deeds and things as may be required in relation to any such trust, and to provide for the remuneration of such trustee or trustees.	Company.
	(10) To institute, conduct, defend, compound or abandon any legal proceeding by or against the Company or its Officer, or otherwise concerning the affairs and also to compound and allow time for payment or satisfaction of any debts, due, and of any claims or demands by or against the Company and to refer any difference to arbitration, either according to Indian or Foreign law and either in India or abroad and observe and perform or challenge any award thereon.	To conduct legal proceedings.
	(11) To act on behalf of the Company in all matters relating to bankruptcy insolvency.	Bankruptcy & Insolvency
	(12) To make and give receipts, release and give discharge for moneys payable to the Company and for the claims and demands of the Company.	To issue receipts & give discharge.
	(13) Subject to the provisions of the Act, and these Articles to invest and deal with any moneys of the Company not immediately required for the purpose thereof, upon such authority (not being the shares of this Company) or without security and in such manner as they may think fit and from time to time to vary or realise such investments. Save as provided in Section 187 of the Act, all investments shall be made and held in the Company's own name.	To invest and deal with money of the Company.
	(14) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability whether as principal or as surety, for the benefit of the Company, such mortgage of the Company's property (present or future) as they think fit, and any such mortgage may contain a power of sale and other powers, provisions, covenants and agreements as shall be agreed upon;	To give Security by way of indemnity.
	(15) To determine from time to time persons who shall be entitled to sign on Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, dividend warrants, releases, contracts and documents and to give the necessary authority for such purpose, whether by way of a resolution of the Board or by way of a power of attorney or otherwise.	To determine signing powers.
	(16) To give to any Director, Officer, or other persons employed by the Company, a commission on the profits of any particular business or transaction, or a share in the general profits of the company; and such commission or share of profits shall be treated as part of the working expenses of the Company.	Commission or share in profits.
	(17) To give, award or allow any bonus, pension, gratuity or compensation to any employee of the Company, or his widow, children, dependents, that may appear just or proper, whether such employee, his widow, children or dependents have or	Bonus etc. to employees.



	have not a legal claim on the Company.	
	(18) To set aside out of the profits of the Company such sums as they may think proper for depreciation or the depreciation funds or to insurance fund or to an export fund, or to a Reserve Fund, or Sinking Fund or any special fund to meet contingencies or repay debentures or debenture-stock or for equalizing dividends or for repairing, improving, extending and maintaining any of the properties of the Company and for such other purposes (including the purpose referred to in the preceding clause) as the Board may, in the absolute discretion think conducive to the interests of the Company, and subject to Section 179 of the Act, to invest the several sums so set aside or so much thereof as may be required to be invested, upon such investments (other than shares of this Company) as they may think fit and from time to time deal with and vary such investments and dispose of and apply and extend all or any part thereof for the benefit of the Company notwithstanding the matters to which the Board apply or upon which the capital moneys of the Company might rightly be applied or expended and divide the reserve fund into such special funds as the Board may think fit; with full powers to transfer the whole or any portion of a reserve fund or division of a reserve fund to another fund and with the full power to employ the assets constituting all or any of the above funds, including the depredation fund, in the business of the company or in the purchase or repayment of debentures or debenture-stocks and without being bound to keep the same separate from the other assets and without being bound to pay interest on the same with the power to the Board at their discretion to pay or allow to the credit of such funds, interest at such rate as the Board may think proper.	Transfer to Reserve Funds.
	(19) To appoint, and at their discretion remove or suspend such general manager, managers, secretaries, assistants, supervisors, scientists, technicians, engineers, consultants, legal, medical or economic advisers, research workers, labourers, clerks, agents and servants, for permanent, temporary or special services as they may from time to time think fit, and to determine their powers and duties and to fix their salaries or emoluments or remuneration and to require security in such instances and for such amounts they may think fit and also from time to time to provide for the management and transaction of the affairs of the Company in any specified locality in India or elsewhere in such manner as they think fit and the provisions contained in the next following clauses shall be without prejudice to the general powers conferred by this clause.	To appoint and remove officers and other employees.
	(20) At any time and from time to time by power of attorney under the seal of the Company, to appoint any person or persons to be the Attorney or attorneys of the Company, for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these presents and excluding the power to make calls and excluding also except in their limits authorised by the Board the power to make loans and borrow moneys) and for	To appoint Attorneys.



	such period and subject to such conditions as the Board may from time to time think fit, and such appointments may (if the Board think fit) be made in favour of the members or any of the members of any local Board established as aforesaid or in favour of any Company, or the shareholders, directors, nominees or manager of any Company or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Board and any such powers of attorney may contain such powers for the protection or convenience for dealing with such Attorneys as the Board may think fit, and may contain powers enabling any such delegated Attorneys as aforesaid to sub-delegate all or any of the powers, authorities and discretion for the time being vested in them.	
	(21) Subject to Sections 188 of the Act, for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company to enter into all such negotiations and contracts and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient.	To enter into contracts.
	(22) From time to time to make, vary and repeal rules for the regulations of the business of the Company its Officers and employees.	To make rules.
	(23) To effect, make and enter into on behalf of the Company all transactions, agreements and other contracts within the scope of the business of the Company.	To effect contracts etc.
	(24) To apply for, promote and obtain any act, charter, privilege, concession, license, authorization, if any, Government, State or municipality, provisional order or license of any authority for enabling the Company to carry any of this objects into effect, or for extending and any of the powers of the Company or for effecting any modification of the Company's constitution, or for any other purpose, which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the Company's interests.	To apply & obtain concessions licenses etc.
	(25) To pay and charge to the capital account of the Company any commission or interest lawfully payable there out under the provisions of Sections 40 of the Act and of the provisions contained in these presents.	To pay commissions or interest.
	(26) To redeem preference shares.	To redeem preference shares.
	(27) To subscribe, incur expenditure or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or any other institutions or subjects which shall have any moral or other claim to support or aid by the Company, either by reason of locality or operation or of public and general utility or otherwise.	To assist charitable or benevolent institutions.
	(28) To pay the cost, charges and expenses preliminary and	



	incidental to the promotion, formation, establishment and registration of the Company. (29) To pay and charge to the capital account of the Company any commission or interest lawfully payable thereon under the provisions of Sections 40 of the Act.	
	(30) To provide for the welfare of Directors or ex-Directors or employees or ex-employees of the Company and their wives, widows and families or the dependents or connections of such persons, by building or contributing to the building of houses, dwelling or chawls, or by grants of moneys, pension, gratuities, allowances, bonus or other payments, or by creating and from time to time subscribing or contributing, to provide other associations, institutions, funds or trusts and by providing or subscribing or contributing towards place of instruction and recreation, hospitals and dispensaries, medical and other attendance and other assistance as the Board shall think fit and subject to the provision of Section 181 of the Act, to subscribe or contribute or otherwise to assist or to guarantee money to charitable, benevolent, religious, scientific, national or other institutions or object which shall have any moral or other claim to support or aid by the Company, either by reason of locality of operation, or of the public and general utility or otherwise.	
	(31) To purchase or otherwise acquire or obtain license for the use of and to sell, exchange or grant license for the use of any trade mark, patent, invention or technical know-how. (32) To sell from time to time any Articles, materials, machinery, plants, stores and other Articles and thing belonging to the Company as the Board may think proper and to manufacture, prepare and sell waste and by-products. (33) From time to time to extend the business and undertaking of the Company by adding, altering or enlarging all or any of the buildings, factories, workshops, premises, plant and machinery, for the time being the property of or in the possession of the Company, or by erecting new or additional buildings, and to expend such sum of money for the purpose aforesaid or any of them as they be thought necessary or expedient. (34) To undertake on behalf of the Company any payment of rents and the performance of the covenants, conditions and agreements contained in or reserved by any lease that may be granted or assigned to or otherwise acquired by the Company and to purchase the reversion or reversions, and otherwise to acquire on free hold sample of all or any of the lands of the Company for the time being held under lease or for an estate less than freehold estate. (35) To improve, manage, develop, exchange, lease, sell, resell and re-purchase, dispose off, deal or otherwise turn to account, any property (movable or immovable) or any rights or privileges belonging to or at the disposal of the Company or in which the Company is interested. (36) To let, sell or otherwise dispose of subject to the provisions of	



	Section 180 of the Act and of the other Articles any property of the Company, either absolutely or conditionally and in such manner and upon such terms and conditions in all respects as it thinks fit and to accept payment in satisfaction for the same in cash or otherwise as it thinks fit. (37) Generally subject to the provisions of the Act and these Articles, to delegate the powers/authorities and discretions vested in the Directors to any person(s), firm, company or fluctuating body of persons as aforesaid. (38) To comply with the requirements of any local law which in their opinion it shall in the interest of the Company be necessary or expedient to comply with.	
	MANAGING AND WHOLE-TIME DIRECTORS	
145.	a) Subject to the provisions of the Act and of these Articles, the Directors may from time to time in Board Meetings appoint one or more of their body to be a Managing Director or Managing Directors or whole-time Director or whole-time Directors of the Company for such term not exceeding five years at a time as they may think fit to manage the affairs and business of the Company, and may from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places. b) The Managing Director or Managing Directors or whole-time Director or whole-time Directors so appointed shall be liable to retire by rotation. A Managing Director or Whole-time Director who is appointed as Director immediately on the retirement by rotation shall continue to hold his office as Managing Director or Whole-time Director and such re-appointment as such Director shall not be deemed to constitute a break in his appointment as Managing Director or Whole-time Director.	Powers to appoint Managing / Wholetime Directors.
146.	The remuneration of a Managing Director or a Whole-time Director (subject to the provisions of the Act and of these Articles and of any contract between him and the Company) shall from time to time be fixed by the Directors, and may be, by way of fixed salary, or commission on profits of the Company, or by participation in any such profits, or by any, or all of these modes.	Remuneration of Managing or Wholetime Director.
147.	(1) Subject to control, direction and supervision of the Board of Directors, the day-to-day management of the company will be in the hands of the Managing Director or Whole-time Director appointed in accordance with regulations of these Articles of Association with powers to the Directors to distribute such day-to-day management functions among such Directors and in any manner as may be directed by the Board. (2) The Directors may from time to time entrust to and confer upon the Managing Director or Whole-time Director for the time being save as prohibited in the Act, such of the powers exercisable under these presents by the Directors as they may think fit, and may confer such objects and purposes, and upon such terms and conditions, and with such restrictions as they think expedient; and they may subject to the provisions of the	Powers and duties of Managing Director or Whole-time Director.



	Act and these Articles confer such powers, either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and may from time to time revoke, withdraw, alter or vary all or any such powers. (3) The Company's General Meeting may also from time to time appoint any Managing Director or Managing Directors or Wholetime Director or Wholetime Directors of the Company and may exercise all the powers referred to in these Articles. (4) The Managing Director shall be entitled to sub-delegate (with the sanction of the Directors where necessary) all or any of the powers, authorities and discretions for the time being vested in him in particular from time to time by the appointment of any attorney or attorneys for the management and transaction of the affairs of the Company in any specified locality in such manner as they may think fit. (5) Notwithstanding anything contained in these Articles, the Managing Director is expressly allowed generally to work for and contract with the Company and especially to do the work of Managing Director and also to do any work for the Company upon such terms and conditions and for such remuneration (subject to the provisions of the Act) as may from time to time be agreed between him and the Directors of the Company.	
	Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer	
148.	a) Subject to the provisions of the Act,— i. A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board; ii. A director may be appointed as chief executive officer, manager, company secretary or chief financial officer. b) A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.	Board to appoint Chief Executive Officer/ Manager/ Company Secretary/ Chief Financial Officer
	THE SEAL	
149.	(a) The Board shall provide a Common Seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new Seal in lieu thereof, and the Board shall provide for the safe custody of the Seal for the time being, and the Seal shall never be used except by the authority of the Board or a Committee of the Board previously	The seal, its custody and use.



	given. (b) The Company shall also be at liberty to have an Official Seal in accordance with of the Act, for use in any territory, district or place outside India.	
150.	The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.	Deeds how executed.
	Dividend and Reserves	
151.	(1) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares. (2) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. (3) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.	Division of profits.
152.	The Company in General Meeting may declare dividends, to be paid to members according to their respective rights and interests in the profits and may fix the time for payment and the Company shall comply with the provisions of Section 127 of the Act, but no dividends shall exceed the amount recommended by the Board of Directors, but the Company may declare a smaller dividend in general meeting.	The company in General Meeting may declare Dividends.
153.	a) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit. b) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.	Transfer to reserves



154.	Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.	Interim Dividend.
155.	The Directors may retain any dividends on which the Company has a lien and may apply the same in or towards the satisfaction of the debts, liabilities or engagements in respect of which the lien exists.	Debts may be deducted.
156.	No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this articles as paid on the share.	Capital paid up in advance not to earn dividend.
157.	All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividends as from a particular date such share shall rank for dividend accordingly.	Dividends in proportion to amount paid-up.
158.	The Board of Directors may retain the dividend payable upon shares in respect of which any person under Articles has become entitled to be a member, or any person under that Article is entitled to transfer, until such person becomes a member, in respect of such shares or shall duly transfer the same.	Retention of dividends until completion of transfer under Articles.
159.	No member shall be entitled to receive payment of any interest or dividend or bonus in respect of his share or shares, whilst any money may be due or owing from him to the Company in respect of such share or shares (or otherwise however, either alone or jointly with any other person or persons) and the Board of Directors may deduct from the interest or dividend payable to any member all such sums of money so due from him to the Company.	No Member to receive dividend whilst indebted to the company and the Company's right of reimbursement thereof.
160.	A transfer of shares does not pass the right to any dividend declared thereon before the registration of the transfer.	Effect of transfer of shares.
161.	Any one of several persons who are registered as joint holders of any share may give effectual receipts for all dividends or bonus and payments on account of dividends in respect of such share.	Dividend to joint holders.
162.	a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct. b) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.	Dividends how remitted.
163.	Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.	Notice of dividend.
164.	No unclaimed dividend shall be forfeited before the claim becomes barred by law and no unpaid dividend shall bear interest as against	No interest on Dividends.



	the Company.	
	CAPITALIZATION	
165.	(1) The Company in General Meeting may, upon the recommendation of the Board, resolve: (a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts, or to the credit of the Profit and Loss account, or otherwise available for distribution; and (b) that such sum be accordingly set free for distribution in the manner specified in clause (2) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions. (2) The sums aforesaid shall not be paid in cash but shall be applied subject to the provisions contained in clause (3) either in or towards: (i) paying up any amounts for the time being unpaid on any shares held by such members respectively; (ii) paying up in full, unissued shares of the Company to be allotted and distributed, credited as fully paid up, to and amongst such members in the proportions aforesaid; or (iii) partly in the way specified in sub-clause (i) and partly in that specified in sub-clause (ii). (3) A Securities Premium Account and Capital Redemption Reserve Account may, for the purposes of this regulation, only be applied in the paying up of unissued shares to be issued to members of the Company and fully paid bonus shares. (4) The Board shall give effect to the resolution passed by the Company in pursuance of this regulation.	Capitalization.
166.	(1) Whenever such a resolution as aforesaid shall have been passed, the Board shall — (a) make all appropriations and applications of the undivided profits resolved to be capitalized thereby and all allotments and issues of fully paid shares, if any, and (b) generally to do all acts and things required to give effect thereto. (2) The Board shall have full power - (a) to make such provision, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, in case of shares becoming distributable in fractions; and also (b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares to which they may be entitled upon such capitalization, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions, of the	Fractional Certificates.



	profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares. (3) Any agreement made under such authority shall be effective and binding on all such members. (4) That for the purpose of giving effect to any resolution, under the preceding paragraph of this Article, the Directors may give such directions as may be necessary and settle any questions or difficulties that may arise in regard to any issue including distribution of new equity shares and fractional certificates as they think fit.	
167.	(1) The books containing the minutes of the proceedings of any General Meetings of the Company shall be open to inspection of members without charge on such days and during such business hours as may consistently with the provisions of Section 119 of the Act be determined by the Company in General Meeting and the members will also be entitled to be furnished with copies thereof on payment of regulated charges. (2) Any member of the Company shall be entitled to be furnished within seven days after he has made a request in that behalf to the Company with a copy of any minutes referred to in sub-clause (1) hereof on payment of Rs. 10 per page or any part thereof.	Inspection of Minutes Books of General Meetings.
168.	a) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors. b) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting.	Inspection of Accounts
	FOREIGN REGISTER	
169.	The Company may exercise the powers conferred on it by the provisions of the Act with regard to the keeping of Foreign Register of its Members or Debenture holders, and the Board may, subject to the provisions of the Act, make and vary such regulations as it may think fit in regard to the keeping of any such Registers.	Foreign Register.
	DOCUMENTS AND SERVICE OF NOTICES	
170.	Any document or notice to be served or given by the Company be signed by a Director or such person duly authorised by the Board for such purpose and the signature may be written or printed or lithographed.	Signing of documents & notices to be served or given.
171.	Save as otherwise expressly provided in the Act, a document or proceeding requiring authentication by the company may be signed by a Director, the Manager, or Secretary or other Authorised Officer of the Company and need not be under the Common Seal of the	Authentication of documents and proceedings.



	Company.	
	WINDING UP	
172.	Subject to the provisions of Chapter XX of the Act and rules made thereunder— (i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not. (ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. (iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.	
	INDEMNITY	
173.	Subject to provisions of the Act, every Director, or Officer or Servant of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor, shall be indemnified by the Company against and it shall be the duty of the Directors to pay, out of the funds of the Company, all costs, charges, losses and damages which any such person may incur or become liable to, by reason of any contract entered into or act or thing done, concurred in or omitted to be done by him in any way in or about the execution or discharge of his duties or supposed duties (except such if any as he shall incur or sustain through or by his own wrongful act neglect or default) including expenses, and in particular and so as not to limit the generality of the foregoing provisions, against all liabilities incurred by him as such Director, Officer or Auditor or other officer of the Company in defending any proceedings whether civil or criminal in which judgment is given in his favor, or in which he is acquitted or in connection with any application under Section 463 of the Act on which relief is granted to him by the Court.	Directors' and others right to indemnity.
174.	Subject to the provisions of the Act, no Director, Managing Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Directors or Officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, company or corporation, with whom any moneys, securities or effects shall be entrusted or deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss or damage or misfortune whatever which shall happen in the execution of the duties of his	Not responsible for acts of others



	office or in relation thereto, unless the same happens through his own dishonesty.	
	SECRECY	
175.	(a) Every Director, Manager, Auditor, Treasurer, Trustee, Member of a Committee, Officer, Servant, Agent, Accountant or other person employed in the business of the company shall, if so required by the Directors, before entering upon his duties, sign a declaration pleading himself to observe strict secrecy respecting all transactions and affairs of the Company with the customers and the state of the accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matter which may come to his knowledge in the discharge of his duties except when required so to do by the Directors or by any meeting or by a Court of Law and except so far as may be necessary in order to comply with any of the provisions in these presents contained.	Secrecy
	(b) No member or other person (other than a Director) shall be entitled to enter the property of the Company or to inspect or examine the Company's premises or properties or the books of accounts of the Company without the permission of the Board of Directors of the Company for the time being or to require discovery of or any information in respect of any detail of the Company's trading or any matter which is or may be in the nature of trade secret, mystery of trade or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Board it will be inexpedient in the interest of the Company to disclose or to communicate.	Access to property information etc.



We the several persons, whose name and addresses are given hereunder, are desirous of being formed into a Company in pursuance of these Articles of Association and we respectively agree to take number of shares in the Capital of the Company set opposite to our respective names.

Signature, Full Names, Address Father/ Husband Name and Occupations of Subscribers	Numbers of Equity Shares to be taken by each subscriber	Signature, Full Name, Address Description, Occupation of witness
DEBAJIT CHOUDHURY S/O Late Sankar Narayan Choudhury 58/99, Prince Anwar Shah Road, Kolkata-70045 Occupation-Business	5000 (Five Thousand)	Witness to all the Signatories:- SUBHADIP DEY S/O. Mr. Tarak Nath Dey 5 & 6 Facy Lane Kolkata-700001
RINA CHOUDHURY D/O Mr. Sushil Ranjan Ghosh 58/99, Prince Anwar Shah Road, Kolkata-700045 Occupation:- Business	5000 (Five Thousand)	
	10,000 (Ten Thousand)	

Calcutta dated 20th March, 2006





No.AAC/AGM(E-C)-IMU 2/2013-14/MESS (Arri)/3942

Date: 19.12.2013

To,
✓ M/s NIS Management Pvt. Ltd,
58/99, Prince Anwar Shah Road,
Kolkata-700045,

Sub: Mechanized Environmental Support Services (Up-keeping) of Integrated Passenger Terminal Building (Arrival Levels) at NSCBI Airport, Kolkata.

Ref: Your Tender submitted online dated 15.11.2013.

Dear Sir(s),

1. Your tender for the work mentioned above is hereby accepted on behalf of Chairman, Airports Authority of India, at the item rates quoted by you totaling to Rs. 2,63,88,372.00/- (Rupees Two crore Sixty three Lacs Eighty eight Thousand Three Hundred Seventy Two only) for an initial period of one year which is 15.29% below the estimated cost put to tender of Rs. 3,11,50,128.00.
2. Asstt. General Manager (Engg - Civil) AAI, Kolkata Airport Project, Kolkata Airport shall be the Engineer – in – charge of the work. You are requested to attend the office of Asstt. General Manager (Engg - Civil), AAI, Kolkata Project, Kolkata Airport, Kolkata on or before 28.12.2013, to sign and complete the contract agreement. The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- (Rupees One hundred only) and the cost of the stamp paper shall be borne by you.
3. The earnest money amount of Rs.6, 23,003.00 (Rupees Six Lacs Twenty Three Thousand Three only) received along with your tender will be treated and converted as part of Security Deposit as per condition of clause no.1A on page GCC - 10 of contract document. Please deposit Rs. 20,15,834.00 (Rupees Twenty Lacs Fifteen Thousand Eight Hundred Thirty Four only) towards Security Deposit within 10 days from the date of issue of this letter, failing which, the same will be deducted as per condition of Clause 1A on page GCC – 10 of the contract document.
4. You are requested to comply with the provision of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central rules 1971 and minimum wages act and rules thereof Central and State Governments.
5. You are also directed to contact Manager (E-C) / Asst. Manager (E-C), immediately who will arrange to hand over the site to you.





6. Please note that the time allowed for carrying out the work shall be **12 (Twelve) months** and same shall be reckoned from the 15th day of the date of issue of this letter. The contract may be extended for a further period of one year as per provisions in Schedule – A / GCC – 61.
7. Any further correspondence in connection with the contract should normally be addressed to the Engineer – in –charge.
8. Please acknowledge the receipt and return the duplicate copy of this letter enclosed herewith after signing it to the undersigned as a token of acceptance.

Yours faithfully,

(Signature)
(R. Saha) 19/12/13

Asstt. Gen. Mgr. (Engg-Civil) IMU 2
For and on behalf of the Chairman,
Airports Authority of India.





AIRPORTS AUTHORITY OF INDIA
KOLKATA AIRPORT PROJECT.
NSCBI AIRPORT, KOLKATA-700052
Fax No-033(25118367) Tel.-033(25119060)

No. AAI/PED/AGME (E)/MESS/ARRIVAL/2015/631-43

Date - 24.03.2015

To,

→ M/s NIS Management Pvt. Ltd.,
58/99, Prince Anwar Shah Road,
Kolkata - 700045.

Subject : Mechanized Environmental Support Services (Up-keeping) of Integrated Passenger Terminal building (Arrival levels) at NSCBI Airport, Kolkata
-Extension of Currency of Contract.

Ref.: Work Order No. AAC/AGM(E-C)-IMU 2/2013-14/MESS(Arri)/3942, dated 19.12.2013

Ref Agmnt No. AAI/IMU-2/AGM (E-C)/2013 - 14/1
-Extension of Contract.

Dear Sir(s),

The validity of your tender for the work mentioned above is hereby extended as per agreement schedule - A and clause 49 of SCC with 5% escalation on accepted tender amount for the 2nd year with a value of **Rs. 2,77,07,791/-** (Rupees Two Crore seventy seven Lacs Seven Thousand Seven hundred ninety one only). For this extended period all the terms & conditions of contract will remain same except the following:

- a) Please extend the validity of following Bank Guarantees up to 30.06.2016:
 - i) 0505214BG0000335 issued by State Bank of India Kolkata L.H.O.Trade Finance CPC , Kolkata amounting to Rs. 13,19,419/- which is valid upto 30.06.2015 towards Performance Guarantee
 - ii) 0505214BG0000336 issued by State Bank of India Kolkata L.H.O.Trade Finance CPC , Kolkata amounting to Rs. 6,96,415/which is valid upto 30.06.2015 towards Security depositfailing which the same will be deducted as per condition of Clause 1A on page GCC - 10 of the contract document. For extended period you are requested to submit Bank Guarantee for an amount of Rs. 13,85,390/- which is as per agreement condition.
- b) You are requested to comply with the provision of Contract Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central rules 1971 and minimum wages act and rules thereof Central and State Governments.
- c) Please note that the time allowed for carrying out the work shall be **12 (Twelve) months** and same shall be reckoned from 31.12.2014 and will be allowed to continue the work subject to the performance of the work. The performance of the agency shall be monitored on monthly basis and any deterioration in service may be considered sufficient cause for termination of contract by Airports Authority of India.

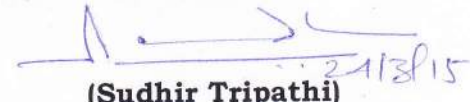
Cont.... 2



2. Any further correspondence in connection with the contract should normally be addressed to the Engineer – in –charge.
3. The following letter under your reference shall form part of the agreement
 - i. Letter no. Nil dated 21.12.2014
(Request for extension of contract)
4. All other terms & conditions will remain same as mentioned in the original agreement of the work.

Please acknowledge the receipt and please send the acceptance letter within 03 days from the date of issue of this letter to the undersigned.

Yours faithfully,



(Sudhir Tripathi)
Asstt. General Manager (Engg-Elect)
For and on behalf of the Chairman,
Airports Authority of India.

Copy to : - Agreement

SUDHIR TRIPATHI
Asst. GM (Engg.-Elect)
A.A.I. N.S.C.B.I Airport,
Kolkata-700052





AAI/PED/AGME/MESS/ARRIVAL/2015

Date : 09.12.2015

To,

M/s NIS Management Pvt. Ltd.,
58/99, Prince Anwar Shah Road,
Kolkata - 700045.

Subject : Mechanized Environmental Support Services (Up-keeping) of Integrated Passenger Terminal building (Arrival levels) at NSCBI Airport, Kolkata
-Extension of Currency of Contract.

Ref.: Work Order No. AAC/AGM(E-C)-IMU 2/2013-14/MESS(Arri)/3942, dated
19.12.2013

Ref Agmnt No. AAI/IMU-2/AGM (E-C)/2013 - 14/1

Dear Sir (s),

The date of completion for the above mentioned work is 31.12.2015 as stipulated in the agreement No. AAI/IMU-2/AGM (E-C)/2013 - 14/1

Extension of time for completion of above mentioned work has been granted up to **31.03.2016** without prejudice to the right of AAI to recover the liquidated damages in accordance with the provision of clause-2 of said contract agreement.

Thanking you,

Yours faithfully,


(SUDHIR TRIPATHI)

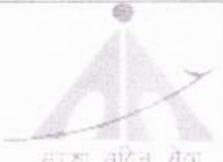
Asstt.Gen.Mgr. (Engg.-Elect)

Kolkata Project, Kolkata
SUDHIR TRIPATHI
Asstt. GM (Engg.-Elect)
A.A.I. N.S.C.B.I Airport,
Kolkata-700052

Copy for favour of information please to :

- 1) APD, NSCBI Airport, Kolkata.
- 2) Dy. APD NSCBI Airport, Kolkata.
- 3) GM(E-C)-III, NSCBIA Project, Kolkata.
- 4) Jt. GM(E-C), NSCBIA Project, Kolkata.



	AIRPORTS AUTHORITY OF INDIA
	ELECTRICAL MAINTENANCE DIVISION-II
	NSCBI AIRPORT, KOLKATA-700052
	Fax No-033(25118367) Tel.-033(25119060)

AAI/PED/AGME (E)/MESS/ARRIVAL/2016/1862

Dated 03.06.2016

COMPLETION CERTIFICATE

1	Name of the work	: Mechanized Environmental Support Services (Up-keeping) of Integrated Passenger Terminal building (Arrival levels)" at NSCBI Airport, Kolkata.
2	Name of the contractor	: M/s NIS Management Pvt. Ltd., 58/99, Prince Anwar Shah Road, Kolkata – 700045
3	Scope of Work	: Up keeping of Arrival level of NSCBI Airport, including roads etc.
3	Agreement number	: AAI/IMU-2/AGM (E-C)/2013 – 14/1
4	Agreement amount	: Rs 5,40,96,163/- (for Two years)
5	Date of commencement of work	: 01.01.2014
6	Stipulated date of completion	: 01.01.2016
7	Actual date of completion	: 31.03.2016
8	Details of compensation levied for delay if any	: N.A.
9	Gross amount of completed work	: Rs. 7,03,34,786/-
10	Name and address of office under whom works executed	: Sh. Sudhir Tripathi, Asstt.Gen.Manager Engg. (E), AAI, Kolkata Airport Project, Kolkata -700052
11	Quality of work	: Very Good
12	Did contractor go for arbitration	: N.A.
13	Comments on Capabilities of the contractor	:
	i) Technical Proficiency	: Very Good
	ii) Financial soundness	: Very Good
	iii) Mobilization of adequate T&P	: Very Good
	iv) Mobilization of manpower	: Very Good
	v) General Behavior	: Very Good

Firm have satisfactorily completed the work. This certificate is issued to the firm as per their request for participating in other tenders.


 (SUDHIR TRIPATHI)
 Asstt.Gen. Manager Engg. (E)

SUDHIR TRIPATHI
 Asst. GM (Engg.-Elect)
 A.A.I. N.S.C.B.I Airport,
 Kolkata-700052



No. AAC/EMD-II/MESS/DEP/2016/319

Date - 04.03.2016

To,

→ M/s NIS Management Pvt. Ltd.,
58/99, Prince Anwar Shah Road,
Kolkata - 700045.

Subject : Mechanized Environmental Support Services (Up-keeping) of Integrated Passenger Terminal building (Departure levels) at NSCBI Airport, Kolkata

Dear Sir(s),

Ref: 1) Your letter dated 11.01.2016 submitted along with Technical bid for the subject work.

Dear Sir,

- 1) Your tender for the work mentioned above is hereby accepted for and on behalf of the Chairman, Airports Authority of India as item rate contract totaling to Rs.4,15,26,402/- (Rupees Four crore fifteen lacs twenty six thousand four hundred two only) which is 13.56% below the estimated cost put to tender of Rs. 4,80,38,619.60/- inclusive of all taxes and duties but exclusive of statutory component of ESI, EPF, Bonus and service tax as applicable.
- 2) Asstt. Gen. Manager Engg , AAI NSCBI Airport Kolkata, shall be Engineer in charge of the work. You are requested to attend the office of the Asstt. Gen. Manager Engg , AAI NSCBI Airport Kolkata -52 by 14.03.2016 to sign and complete the contract agreement. The contract agreement shall be executed on non-judicial stamp paper of Rs.100.00 (Rupees one hundred only) and cost of the stamp paper shall be borne by you.
- 3) Please deposit performance guarantee equivalent to 5% of contract amount i.e. 20,76,320/- with in thirty days from the issue of this work order i.e. by 03.04.2016, failing which interest for the delay period as per clause of agreement shall be levied from your bill.
- 4) Since being registered under national small industries corporation EMD was exempted. Please deposit Rs.20, 76,320/- (Rs. Twenty lacs seventy six thousand three hundred twenty only) towards security deposit within 10 days from the date of issue of this letter, failing which, the same shall be deducted as per clause 1A on page 22 of condition of contract document.
- 5) You are requested to comply with the provisions of the contract labour (Regulation & Abolition) act 1970, and the contract labour (Regulation & Abolition) central rules, 1971, and minimum wages act and rules thereof central and state Government.

Cont-2-



6) You are also directed to contact Asstt. Gen. Manager Engg , AAI NSCBI Airport, Kolkata-700052, immediately, who will be arrange to handover the site to you.

7) Please note that the time allowed for carrying out the work is **TWELVE MONTHS** and shall be reckoned from 1st April 2016 and will be allowed to continue the work subject to the performance of the work. The performance of the agency shall be monitored on monthly basis and any deterioration in service may be considered sufficient cause for termination of contract by Airports Authority of India.

8) Any further correspondence in connection with the contract should normally be addressed to the Engineer – in –charge.

Please acknowledge the receipt and please send the acceptance letter within 03 days from the date of issue of this letter to the undersigned.

Yours faithfully,



(Sudhir Tripathi)

Asstt. General Manager (Engg-Elect)
For and on behalf of the Chairman,
Airports Authority of India.

Copy to : - Agreement





भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

सं० एएआई/कोल/एएमयु(सि०)-II/ 173

दिनांक : 22 मार्च , 2017

सेवा में,

M/s NIS Management Pvt. Ltd.
58/99, Prince Anwar Shah Road,
Kolkata - 700 045

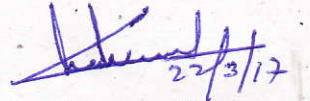
विषय / Sub : Mechanized Environmental Support Services (Upkeeping) of Integrated Passenger Terminal Building (Departure levels) at NSCBIA, Kolkata.

महोदय / Sir,

This is with reference to your agreement vide No. 01/AGM(E-C)/AMD(C)-II/2016-17 dated 11.03.2016. As per agreement provision of Annexure -V of Page No. 124, your tender has been extended for further 1 (one) year i.e. from 01.04.2017 to 31.03.2018. Other terms and conditions will remain same.

धन्यवाद,

भवदीय,


22/3/17

(चंचल चक्रवर्ती)

सहायक प्रबन्धक (अभि -सि)

एनएससीबीआईए, कोलकाता

चंचल चक्रवर्ती
Chanchal Chakrabarti
सहा. महाप्रबंधक अभि. (सिविल)
Asst. Gen. Manager Engg. (Civil)
AAI, NSCBIA Airport, Kolkata-52





भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

No.: AAC/EMD-I/NIPTB /18-19/225

Date: 28.03.2018

To
M/s NIS Management Pvt. Ltd,
58/99, Prince Anwar Shah Road,
Kolkata-700 045.

Ph No.: 91-3324179670
E-mail: info@nis.co.in

Name of work: Mechanized Environmental Support Services (Up-keeping) of Integrated Passenger Terminal Building (Departure levels) at NSCBI Airport, Kolkata.

Ref. Work order No.: AAC/EMD-II/MESS/DEP/2016/319 dated 04.03.2016
Agreement No.: 01/AGM(E-C)/AMD(C)-II/2016-17

Dear Sir(s),

The above mentioned work has been extended another one year 2nd tenure i.e. from 01.04.2018 to 31.03.2019. Other terms and conditions as agreement shall remain same.

Thanking you,

Yours faithfully,


28.03.18
Jt. General Manager (Engg.-Elect.)-I





ELECTRICAL MAINTENANCE DIVISION-I
NSCBI AIRPORT, KOLKATA

AAC/EMD-I/MESS/19-20/ 208

Dated: 08.08.2019

COMPLETION CERTIFICATE

Name & Address of the issuing officer : Sh. Mousumi Dey
A. G. M. (Engg –Elect.)-I,
Airports Authority of India,
Electrical Maintenance Division-I,
NSCBI Airport, Kolkata.

Details of Works executed by : M/S NIS MANAGEMENT LIMITED.
1st Floor, FL – 1 A(W),
489, Maduradaha Kalikapur,
Kolkata - 700107

1.	Name of Work (with brief particulars)	: Mechanized Environmental Support Services (Up-keeping) of Integrated Passenger Terminal Building (Departure levels) at NSCBI Airport, Kolkata
2.	Ref. Order No.	: AAC/EMD-II/MESS/DEP/2016/319 dated 04.03.2016
3.	Agreement No.	: 01/AGM(E-C)/AMD(C)-II/2016-17
4.	Date of Commencement of Work	: 01.04.2016
5.	Stipulated Date of Completion	: 31.03.2019
6.	Actual date of Completion	: 28.02.2019
7.	Details of compensation levied for delay, if any	: Not Applicable
8.	Tendered amount 01 year	: Rs. 4,80,38,275.00
9.	(i) Gross Amount of completed work. (ii) Amount of work paid on reduced rates	(i) Rs. 15,71,79,560.00 (Excluding GST) 03 Years. (ii) Nil
10.	Brief Scope of work	: Mechanized Environmental Support Services (Up-keeping) of Integrated Passenger Terminal Building (Departure levels) at NSCBI Airport, Kolkata.
11.	(i) In case of JV, name of lead firm and its percentage of share. (ii) Name of Partner Firm and its share in percentage	: Not Applicable



Sh. Mousumi Dey
8/8/19
A. G. M. (Engg –Elect.)-I
Airports Authority of India
Electrical Maintenance Division-I,
NSCBI Airport, Kolkata



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



Ref:- AAI/GHT/OPS/38/(Conservancy)/ESS/2015-16/283-92

Dated- 27/02/2015

To

M/S NIS Management pvt ltd.
58/99, prince Anwarshaw Road,
Kolkatta. Pin -700045

Sub: - Environmental support services (Up-keeping) of Ancillary Buildings and paved areas of LGBI Airport, Guwahati for the year 2015-16.

Sir,

Reference may please be invited to the tender dated 30th November,2014 and your tender opened on 23rd December 2014 for the work mentioned above. Your commitment on the above mentioned contract, Airports Authority of India is pleased to accept your offer quoted an amount of Rs 15,90,215 /- (Rupees fifteen lakh ninety thousand two hundred fifteen only) for one year or (Twelve month) .

1. The work shall be commence from 1st March,2015 on which in charge issue written orders to commence work . If the contractor commits default in commencing the work as aforesaid, AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
2. The Non passenger area Office &Ancillary building (Item-1) area 9333.53 sq m , (Toilets) area /item -2 are 550.43 sq m , paved /metalled areas(Item -3)are 709 sq m , are handover to you as per tender.
3. You are requested to attend the office of the Airport Director, LGBI Airport, Guwahati within 15 days to sign and complete the fresh contract agreement consisting of NIT, GCC,SCC,SCHEDULE ,Annexure, Schedule of Quantity of tender document issued at the time of invitation of tender and acceptance thereof together with any correspondence thereto. The contract agreement shall be executed on a non judicial stamp paper of value Rs 100/- (Rupees One hundred only) and the cost of the stamp paper shall be borne by the contractor.



4. You shall permit AAI at the time of making any payment for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till date that will amount to security deposit of 5% of the tender value of the work as per the condition of GCC Clause 1A of tender document. The earnest money amount of Rs 33192/- (Rupees thirteen three thousand one hundred ninety two only) received along with tender will be treated and adjusted as part of security deposit. Such deduction will be made and hold by way of security at the rate mentioned above in the form of fixed deposit receipt or guarantee bonds of nationalized Bank of any scheduled Bank but not Co-operative or Gramin Bank.
5. You are also requested to deposit an amount @5% of the contract value i.e Rs 79511/- towards performance Guarantee within 30 days from the date of issue of letter of acceptance. The guarantee shall be in the form of fixed Deposit Receipts or Guarantee Bonds of Nationalized Bank of any scheduled Bank but not Co-operative or Gramin Bank, failing which, no payment for the work done in respect of 1st running Account bill will be released to the contractor. Moreover interest @ 18% per annum on performance guarantee amount would be levied(non- refundable) for delayed period of submission as per clause 1(i)& (ii) of GCC of tender document.
6. You are requested to comply with all applicable laws, ordinance, Rules and Regulations and prescribed by Central /State Govt in contract labour(Regulation & Abolition) Act 1970, payment of wages Act 1936, Minimum wages Act 1948, workman compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Employees liability Act 1938, EPF Act 1952, ESI Act 1948 , Bonus Act and amended from time to time and shall pay all his own cost all charges and levies and deposits in connection therewith.
7. You shall pay all taxes& duties what so ever including excise duty, VAT/Sales tax, service tax, labour cess, octroi if any, work contract tax, Govt cess or any other tax time to time for the above work.
8. You shall responsible for setting any claim/compensation against all damages and accidents cause due to negligence on the part of your employees and keep AAI Indemnified from any compensation /liability.



9. Before start of the work, you shall submit the detail plan of manpower deployment for the above job as per tender clause so as to ensure the best quality services are provided to the entire satisfaction of the in charge or his authorized representative. The decision of the in charge shall be final and binding on the contractor.
10. The contractor by 1st week of every month shall provide a monthly statement along with challans showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC along with details statement of employee and employer contribution and ESI contributions to ESI Corporation in respect of workers engaged in contract work. AAI reserves the right to withheld amount from the running account payment, if PF/ESI contribution are not paid by the contractor and proof to that effect have not been produced regularly on due dates.
11. You are also required to submit and affidavit on non judicial stamp paper of appropriate value (cost of the stamp paper shall be borne by the contractor) before the competent authority regarding the compliance of all statutory obligation and labour laws as mentioned above at point no 5 & as per the format available with AAI within one month from the date of issue of work order.
12. The contractor has to deploy manpower as per the operational timing schedule and as per the plan of manpower deployment before start of the contract. In exceptional circumstances, the duty hours get extended due to operational watch hour extended for which no extra benefit will be given to the contractor. The contractor has to cover the extended watch hour for operational requirement and suitable instruction has to communicate to the Supervisor.
13. Payment through bank A/C is mandatory. Hence the monthly wages to all employees deployed at site should disburse through bank and to the respective employees A/C. The contractor is required to submit bank A/C, EPF, ESI individual code no. to the competent authority or AAI representative within one month from the date of issue work order.



14. Person working at airport should wear uniform. The uniform (two set) per person should be as per the specification of competent authority or his authorize representative. The contractor shall pay the bonus once in the calendar year as per bonus Act.

15. The Airport Entry Passes of the employees will be made as per BCAS guidelines. It is the responsibility of the contractor for obtaining airport entry passes for his employees at his own cost.

16. All the correspondence between AAI and the contractor before the extension of the present contract and award of the work shall form part of Agreement.

Please acknowledge the receipt of this letter.

Yours Sincerely


[Avijit Dev]

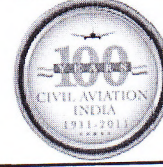
Asstt. GM (TM)

For Airport Director
AAI, LGBI Airport.
Guwahati, Assam





भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



Ref:- AAI/GHT/OPS/37/ 909-10

Dated- 29/02/2016

To

M/S NIS Management Pvt Limited.
58/99, Prince Anwarshaw Road
Kolkatta

Sub: Environmental Support services (up-keeping) of Ancillary Buildings and paved areas of LGBI Airports , Guwahati for the year 2015-16.

Sir,

Reference may please be invited to the award letter no AAI/GHT/OPS/38/(Conservancy)/ESS/2015-16/283-92,dated-27/02/2015 for the work mentioned above. The Competent authority is pleased to extend the above contract for three months w.e.f 1st March ,2016 under the same terms and condition of the existing contract.

Please acknowledge the receipt of the letter.

Yours Faithfully

(Avijit Dev)

AsstGM (Ops)

For Airport Director.

AAI, LGBI Airport,Guwahati

To

1. The Senior Manager (Finance)





भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



Ref:- AAI/GHT/OPS/37/ 947-48

Dated- 31/05/2016

To

M/S NIS Management Pvt Limited.
58/99, Prince Anwarshaw Road
Kolkatta.

Sub: Environmental Support services (up-keeping) of Ancillary Buildings and paved areas of LGBI Airports, Guwahati for the year 2015-16.

Sir,

Reference may please be invited to the award letter no AAI/GHT/OPS/38/(Conservancy)/ESS/2015-16/283-92, dated-27/02/2015 for the work mentioned above. The Competent authority is pleased to extend the above contract for one month w.e.f 1st june ,2016 under the same terms and condition of the existing contract.

Please acknowledge the receipt of the letter.

Yours Faithfully

(Avijit Dev)

AsstGM (Ops)

For Airport Director.

AAI, LGBI Airport, Guwahati

To

1. The Senior Manager (Finance)





भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA



Ref:- AAI/GHT/OPS/37/ 963-64

Dated- 30/06/2016

To

M/S NIS Management Pvt Limited.
58/99, Prince Anwarshaw Road
Kolkatta

Sub: Environmental Support services (up-keeping) of Ancillary Buildings and paved areas of LGBI Airports , Guwahati for the year 2015-16.

Sir,

Reference may please be invited to the award letter no AAI/GHT/OPS/38/(Conservancy)/ESS/2015-16/283-92,dated-27/02/2015 for the work mentioned above. The Competent authority is pleased to extend the above contract for another four months w.e.f 1st July ,2016 or final award of new contract whichever is earlier under the same terms and condition of the existing contract.

Please acknowledge the receipt of the letter.

Yours Faithfully

(Avijit Dev)

AsstGM (Ops)

For Airport Director.

AAI, LGBI Airport,Guwahati

To

1. The Senior Manager (Finance)



NIS MANAGEMENT PRIVATE LIMITED

Regd. Office: 58/99, Prince Anwar Shah Road, Kolkata WB 700045

CIN: U74920WB2006PTC108679

Cash Flow Statement

For the year ended 31st March, 2017

	As on 31.03.2017	As on 31.03.2016
<u>A. Cash Flows from Operating Activities:</u>		
Profit before Taxes	124,985,727.61	92,101,394.80
Adjusted for :		
Depreciation	9,450,163.00	10,510,539.00
Financing Charges	44,505,864.60	31,449,332.25
Interest Income	(2,750,807.00)	(3,834,627.00)
Profit on Sale of Fixed Assets	(10,658.00)	(5,450.00)
	51,194,562.60	38,119,794.25
Operating profit before working capital changes	176,180,290.21	130,221,189.05
<u>Movements in Working Capital :</u>		
Decrease/(increase) in Trade Receivables	(180,087,659.39)	(78,742,522.48)
Decrease/(increase) in Loans and Advances	60,398,707.71	2,764,885.86
Decrease/(increase) in Other Current Assets	(11,834,683.24)	(2,851,111.00)
(Decrease)/increase in Trade Payables	1,773,967.01	2,350,659.53
(Decrease)/increase in Provisions	(79,984,151.00)	(76,533,754.58)
(Decrease)/increase in Other Current Liabilities	18,032,687.57	(5,646,210.15)
Cash Generated from Operations	(15,520,841.13)	(28,436,863.77)
Net Cash (used in)/generated from Operating Activities - A	(15,520,841.13)	(28,436,863.77)
<u>B. Cash Flows from Investing Activities:</u>		
Purchase of fixed assets	(39,700,066.25)	(5,828,558.00)
Proceeds from Sale of fixed Assets	9,020,742.00	86,000.00
Interest Received	2,750,807.00	3,834,627.00
Investments	-	(13,980,000.00)
Net Cash used in Investing Activities - B	(27,928,517.25)	(15,887,931.00)
<u>C. Cash Flows from Financing Activities :</u>		
Repayment/Proceeds of borrowings	88,412,613.47	89,733,953.23
Financing Charges	(44,505,864.60)	(31,449,332.25)
Net Cash from Financing Activities - C	43,906,748.87	58,284,620.98
Net increase in cash and cash equivalents (A+B+C)	457,390.49	13,959,826.21
Cash and Cash equivalents (Opening)	59,190,292.26	45,230,466.05
Cash and Cash equivalents (Closing)	59,647,682.75	59,190,292.26

For DATTAROIY & ASSOCIATES
Chartered Accountants

On behalf of the Board

Indranil Dattaroy

INDRANIL DATTAROIY
Proprietor
Membership No. 54772
FRN - 323778E
Place - Kolkata
Date- August 31, 2017

Debjit Choudhury

DEBAJIT CHOUDHURY
Director
[DIN: 00932489]



Rina Choudhury

RINA CHOUDHURY
Director
[DIN: 00881320]

NIS MANAGEMENT PRIVATE LIMITED

Regd. Office: 58/99, Prince Anwar Shah Road, Kolkata WB 700045

CIN: U74920WB2006PTC108679

**STATEMENT OF PROFIT AND LOSS
FOR THE YEAR ENDED MARCH 31, 2017**

	<u>Note</u>	<u>As at March 31, 2017</u>	<u>As at March 31, 2016</u>
I REVENUE FROM OPERATIONS		2,435,479,166.44	1,837,389,548.95
II OTHER INCOME	17	2,761,465.00	3,840,077.00
III TOTAL REVENUE		<u>2,438,240,631.44</u>	<u>1,841,229,625.95</u>
IV EXPENSES			
(a) Cost of Material consumed	18	56,866,012.93	47,531,364.61
(b) Employee Costs	19	88,302,988.00	74,093,345.91
(c) Cost to Contract Labour	20	2,020,530,833.63	1,517,638,166.14
(d) Operation and Other Expenses	21	93,599,041.67	67,905,483.24
(e) Finance Cost	22	44,505,864.60	31,449,332.25
(f) Depreciation and amortisation expense		9,450,163.00	10,510,539.00
TOTAL EXPENSES		<u>2,313,254,903.83</u>	<u>1,749,128,231.15</u>
V PROFIT BEFORE EXCEPTIONAL AND EXTRAORDINARY ITEMS AND TAXES		<u>124,985,727.61</u>	<u>92,101,394.80</u>
VI EXCEPTIONAL ITEMS		-	-
VII PROFIT BEFORE AND EXTRAORDINARY ITEMS AND TAXES		<u>124,985,727.61</u>	<u>92,101,394.80</u>
VIII EXTRAORDINARY ITEMS		-	-
IX PROFIT BEFORE TAX		<u>124,985,727.61</u>	<u>92,101,394.80</u>
X TAX EXPENSES			
(a) Current Tax		43,800,000.00	31,600,000.00
(b) Deferred Tax		<u>(1,019,334.00)</u>	<u>(1,110,197.00)</u>
XI PROFIT AFTER TAX		<u>82,205,061.61</u>	<u>61,611,591.80</u>
XII EARNING PER SHARE		<u>31.62</u>	<u>23.70</u>

XIII NOTES FORMING PART OF FINANCIAL STATEMENTS

For DATTARROY & ASSOCIATES
Chartered Accountants

For and on behalf of the Board

INDRANIL DATTARROY
Proprietor
Membership No. 54772
FRN - 323778E
Place - Kolkata
Date- August 31, 2017

DEBAJIT CHOUDHURY
Director
[DIN: 00932489]



RINA CHOUDHURY
Director
[DIN: 00881320]

NIS MANAGEMENT PRIVATE LIMITED

Regd. Office: 58/99, Prince Anwar Shah Road, Kolkata WB 700045

CIN: U74920WB2006PTC108679

BALANCE SHEET AS AT MARCH 31, 2017

	Note	As at March 31, 2017		As at March 31, 2016	
I EQUITY & LIABILITIES					
1 SHAREHOLDERS' FUNDS					
(a) Share Capital	3	26,000,000.00		26,000,000.00	
(b) Reserve and Surplus	4	322,787,335.59	348,787,335.59	240,582,273.98	266,582,273.98
2 NON-CURRENT LIABILITIES					
(a) Long-term borrowings	5	29,413,226.57		23,436,996.33	
(b) Deferred tax liabilities (net)	6	522,339.34		1,541,673.34	
(c) Long-term provisions		-	29,935,565.91	-	24,978,669.67
3 CURRENT LIABILITIES					
(a) Short-term borrowings	7	325,839,711.72		243,403,328.50	
(b) Trade payables	8				
(i) Micro, Small and Medium Enterprises		-		-	
(ii) Others		14,547,516.64		12,773,549.63	
(c) Other Current Liabilities	9	153,102,335.94		135,069,648.37	
(d) Short-term provisions	10	100,980,759.00	594,470,323.30	137,164,910.00	528,411,436.50
TOTAL			973,193,224.81		819,972,380.15
II ASSETS					
1 NON-CURRENT ASSETS					
(a) Fixed Assets	11				
(i) Tangible Assets		113,534,394.75		91,882,237.50	
(ii) Intangible Assets		430,872.00		843,210.00	
(iii) Capital work-in-progress		-		-	
(iv) Intangible assets under development		-	113,965,266.75	-	92,725,447.50
(b) Non-current Investments	12	30,480,000.00		30,480,000.00	
(c) Other non-current assets		-	30,480,000.00	-	30,480,000.00
2 CURRENT ASSETS					
(a) Trade receivables	13	610,683,736.15		430,596,076.76	
(b) Cash & Bank balances	14	59,647,682.75		59,190,292.26	
(c) Short-term loans & advances	15	130,707,385.42		191,106,093.13	
(d) Other Current assets	16	27,709,153.74	828,747,958.06	15,874,470.50	696,766,932.65
TOTAL			973,193,224.81		819,972,380.15

III NOTES FORMING PART OF FINANCIAL STATEMENTS

For DATTARROY & ASSOCIATES
Chartered Accountants

For and on behalf of the Board



INDRANIL DATTARROY
Proprietor
Membership No. 54772
FRN - 323778E
Place - Kolkata
Date- August 31, 2017

DEBAJIT CHOUDHURY
Director
[DIN: 00932489]




RINA CHOUDHURY
Director
[DIN: 00881320]

NIS Management Private Limited
Notes forming part of the financial statements for the period ended March 31st, 2017

As per Accounting Standard 15 "Employee benefits", the disclosures as defined in the Accounting Standard are given below:

a) Changes in Present Value of Obligations as on 31.03.2017

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2017	For the year ended 31st March 2016	For the year ended 31st March 2017	For the year ended 31st March 2016
Benefit obligation at the beginning of year	1,947,341		-	
Current Service Cost	246,145		380,759	
Interest Cost	155,787		-	
Actuarial (gain) / Loss	(283,719)		-	
Benefits paid	-		-	
Defined Benefit obligation at year end	2,065,554	-	380,759	-

b) Reconciliation of opening and closing balances of fair value of Plan Assets

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2017	For the year ended 31st March 2016	For the year ended 31st March 2017	For the year ended 31st March 2016
Fair value of Plan Assets at the beginning of the period	1,813,953			
Expected Return On Plan Asset	149,651			
Actuarial Gain/Losses	-			
Contribution by Employer	-			
Benefits paid	-			
Fair value of Plan Assets at the closing of the period	1,963,604	-	-	-

c) The amounts to be recognised in the balance sheet

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2017	For the year ended 31st March 2016	For the year ended 31st March 2017	For the year ended 31st March 2016
Present Value of obligations at the beginning of the year	-	-	-	-
Present value of the obligation at the end of the period	2,065,554	-	380,759	-
Fair value of plan assets at end of period	1,963,604		-	-
Funded Status	(101,950)		380,759	-
Net (liability)/asset recognized in Balance Sheet and related analysis	(101,950)	-	(380,759)	-

d) Expenses recognised in the statement of profit & loss

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2017	For the year ended 31st March 2016	For the year ended 31st March 2017	For the year ended 31st March 2016
Current Service Cost	246,145		380,759	
Interest Cost	155,787		-	
Expected return on plan Assets	(149,651)		-	
Net Actuarial (gain)/loss recognised in the year	(283,719)		-	
Expenses recognized in the Statement of Profit and Loss	(31,438)	-	380,759	-

e) Principal actuarial assumptions

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Particulars	31.03.2017	31.03.2016
Mortality Table	LICI 2006-08 Ultimate	LICI 2006-08 Ultimate
Superannuation Age	58 years	58 years
Early retirement & disablement	10 per thousand p.a.	10 per thousand p.a.
Discount Rate	8.00%	7.00%
Inflation Rate	6.00%	6.00%
Withdrawal rate (Per Annum)	1% to 2% depending upon the age	1% to 2% depending upon the
Return in Asset	0	0
Remaining Working Life	19 years	29 years
Formula used	Projected unit credit method	Projected unit credit method

For DATTARROY & ASSOCIATES
Chartered Accountants

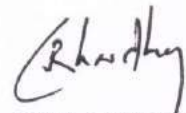
For and on behalf of the Board
NIS Management Private Limited



INDRANIL DATTARROY
Proprietor
Membership No. 54772
Firm Registration No. 323778E
Date- August 31, 2017



DEBAJIT CHOUDHURY
Director
[DIN: 00932489]



RINA CHOUDHURY
Director
[DIN: 00881320]



NOTES TO ACCOUNTS
For the Year ended 31st March 2017

3 Share Capital

(A) Authorised

As at
March 31, 2017

As at
March 31, 2016

26,000,000.00

26,000,000.00

26,00,000 Equity shares of Rs 10 each

(B) Issued, subscribed and fully paid

26,000,000.00

26,000,000.00

26,00,000 Equity Shares of Rs 10 each

The movement in subscribed and paid up share capital is set out below :

There has been no change/movement in number of shares outstanding at the beginning and at the end of the reporting period

No of Shares

Amount (Rs)

2,600,000.00

26,000,000.00

2,600,000.00

26,000,000.00

(C) Number of shares held by each shareholder holding more than 5 percent of the issued share capital

(i) DEBAJIT CHOUDHURY

No of Share

% of holding

2,497,500.00

24,975,000.00

24,97,500 Equity Shares of Rs 10 each

24,975,000.00

(D) Information regarding issue of shares in the last five years

(i) Out of the above 5,60,000 equity shares, fully paid up have been issued for consideration other than cash, pursuant to contract for conversion of proprietary business into Company.

(ii) The company allotted 19,60,000 equity shares as fully paid up bonus shares by capitalisation of profits transferred from General Reserve, pursuant to shareholder's resolution passed at the Board Meeting on 20th November 2009.

(iii) The company allotted 80000 shares against application money on 31.03.2014.

4 Reserve and Surplus

Balance as per the last financial statement

240,582,273.98

178,970,682.18

Add : Profit for the Year

82,205,061.61

61,611,591.80

322,787,335.59

240,582,273.98

For NIS Management Private Limited

DEBAJIT CHOUDHURY
Director

RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

For the Year ended 31st March 2017

	As at March 31,2017	As at March 31,2016
5 Long Term Borrowings		
(a) Secured		
(i) Term Loan from Bank- Commercial Property (Note-1)	19,459,224.77	-
(ii) Term Loan from Bank - Vehicle Loan (Note-2)	3,593,066.16	-
(b) Unsecured Loan		
(i) Term Loans from Bank	6,360,935.65	23,436,996.33
	<u>29,413,226.57</u>	<u>23,436,996.33</u>

Note :

- 1) Secured by way of charge on the properties purchased out of the loan. The loan is scheduled to be repaid by 2031-32.
- 2) Secured by hypothecation of vehicle purchased against the loan taken from that Bank. The loan is scheduled to be repaid by 2031-32.

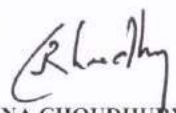
6 Deferred Tax Liabilities (Net)

(a) Liabilities		
Depreciation	1,541,673.34	2,651,870.34
Less : Deferred Tax for the year	1,019,334.00	1,110,197.00
	<u>522,339.34</u>	<u>1,541,673.34</u>

For NIS Management Private Limited


DEBAJIT CHOUDHURY
Director




RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

For the Year ended 31st March 2017

	As at March 31,2017	As at March 31,2016
7 Short-term Borrowings		
(a) Secured		
(i) Working Capital Loans from Bank (Note-1)	307,237,465.63	227,111,364.76
(ii) Term Loan from Bank (Note-2)	1,526,185.42	-
	<u>308,763,651.05</u>	<u>227,111,364.76</u>
(b) Unsecured		
(ii) Term Loan from Banks	17,076,060.67	16,291,963.74
	<u>17,076,060.67</u>	<u>16,291,963.74</u>
	<u>325,839,711.72</u>	<u>243,403,328.50</u>

Note :

(1) Working Capital Loan from Bank (Cash Credit facility) is secured by hypothecation of entire stock of raw materials, stock in trade, receivable, book debts and all other current assets.

(2) Secured by way of charge on the properties purchased out of the loan. The loan is scheduled to be repaid by 2031-32.

For NIS Management Private Limited



DEBAJIT CHOUDHURY
Director



RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

For the Year ended 31st March 2017

	As at March 31, 2017	As at March 31, 2016
--	-------------------------	-------------------------

8 Trade Payables

(i) Micro, Small and Medium Enterprises	-	-
(ii) Others	14,547,516.64	12,773,549.63
	<u>14,547,516.64</u>	<u>12,773,549.63</u>

The details of amounts outstanding to Micro, Small and Medium Enterprises based on available information with the Company is as under:

Particulars	As at March 31, 2017	As at March 31, 2016
Principal amount due and remaining unpaid	Nil	Nil
Interest due on above and the unpaid interest	Nil	Nil
Interest paid	Nil	Nil
Payment made beyond the appointed day during the year	Nil	Nil
Interest due and payable for the period of delay	Nil	Nil
Interest accrued and remaining unpaid	Nil	Nil
Amount of further interest remaining due and payable in succeeding years	Nil	Nil

9 Other Current Liabilities

Employee Benefits/Statutory Dues/Other Payables and accruals	153,102,335.94	135,069,648.37
	<u>153,102,335.94</u>	<u>135,069,648.37</u>

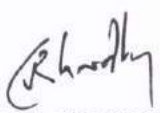
10 Short Term Provisions

Provision for Leave Encashment	380,759.00	1,015,000.00
Provision for Taxation	100,600,000.00	136,149,910.00
	<u>100,980,759.00</u>	<u>137,164,910.00</u>

For NIS Management Private Limited


DEBAJIT CHOUDHURY
Director




RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

For the Year ended 31st March 2017

11 Fixed Assets

Sl No	Description	GROSS BLOCK				DEPRECIATION				NET BLOCK		
		As at 03-2016	31-12-2016	Additions/ Adjustments	Deductions/ Adjustments	As at 31-03-17	Upto 31-03-16	For the year /Adjustment	On Sales/ Adjustment	Upto 31-03-17	As at 31-03-17	As at 31-03-16
(A) TANGIBLE ASSETS												
01	AIR CONDITIONER	975,817.00		219,000.00	-	1,194,817.00	827,345.00	85,084.00	-	912,429.00	282,388.00	148,472.00
02	BUILDING	77,927,139.00		26,255,276.00	-	104,182,415.00	6,112,440.00	4,617,240.00	-	10,729,680.00	93,452,735.00	71,814,699.00
03	COMPUTERS & PERIPHERALS	7,906,899.00		842,846.00	-	8,749,745.00	6,545,399.00	882,810.00	-	7,428,209.00	1,321,536.00	1,361,500.00
04	CYCLE	140,174.00		18,435.00	-	158,609.00	49,802.00	25,651.00	-	75,453.00	83,156.00	90,372.00
05	ELECTRICAL INSTALLATION	322,412.00		158,009.00	-	480,421.00	214,487.00	40,810.00	-	255,297.00	225,124.00	107,925.00
06	FURNITURE & FIXTURE	4,319,084.00		5,197,905.00	-	9,516,989.00	2,881,846.00	497,543.00	-	3,379,389.00	6,137,600.00	1,437,238.00
07	MACHINERY & CLEANING EQUIPMENT	28,473,637.50		1,541,019.00	19,139,798.00	10,874,858.50	12,690,317.00	1,911,039.00	10,139,056.00	4,462,300.00	6,412,558.50	15,783,320.50
08	MOTOR BIKE	480,357.00		-	112,540.00	367,817.00	405,241.00	24,041.00	103,198.00	326,084.00	41,733.00	75,116.00
09	MOTOR CAR	2,885,317.00		5,263,062.25	-	8,148,379.25	2,298,095.00	696,165.00	-	2,994,260.00	5,154,119.25	587,222.00
10	TELEPHONE/MOBILE/FAX ETC	245,381.00		23,726.00	-	269,107.00	196,812.00	26,152.00	-	222,964.00	46,143.00	48,569.00
11	OFFICE EQUIPMENT	916,889.00		180,788.00	-	1,097,677.00	489,085.00	231,290.00	-	720,375.00	377,302.00	427,804.00
TOTAL		124,593,106.50		39,700,066.25	19,252,338.00	145,040,834.75	32,710,869.00	9,037,825.00	10,242,254.00	31,506,440.00	113,534,394.75	91,882,237.50
(B) INTANGIBLE ASSETS												
01	INTANGIBLE ASSETS- SOFTWARE DEVELOPMENT	2,061,689.00		-	-	2,061,689.00	1,218,479.00	412,338.00	-	1,630,817.00	430,872.00	843,210.00
TOTAL		2,061,689.00		-	-	2,061,689.00	1,218,479.00	412,338.00	-	1,630,817.00	430,872.00	843,210.00
TOTAL (A+B)		126,654,795.50		39,700,066.25	19,252,338.00	147,102,523.75	33,929,348.00	9,450,163.00	10,242,254.00	33,137,257.00	113,965,266.75	92,725,447.50

For NIS Management Private Limited

Debjit Choudhury
DEBAJIT CHOUDHURY
Director

Rina Choudhury
RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

For the Year ended 31st March 2017

12 Non-Current Investment

	As at March 31,2017	As at March 31,2016
Investment in SBI Mutual Fund	5,500,000.00	5,500,000.00
Investment in M/s Keertika Academy Private Limited - Unquoted	24,500,000.00	24,500,000.00
Investment in M/s Keertika Education & Associates LLP - Unquoted	480,000.00	480,000.00
	<u>30,480,000.00</u>	<u>30,480,000.00</u>

(There is no permanent diminution in the value of investment)

For NIS Management Private Limited



DEBAJIT CHOUDHURY
Director


RINA CHOUDHURY
Director

NOTES TO ACCOUNTS

For the Year ended 31st March 2017

	As at March 31,2017	As at March 31,2016
13 Trade Receivables		
(a) Due over six months		
Considered good (Unsecured)	23,389,187.09	16,577,948.96
(b) Others		
Considered good (Unsecured)	587,294,549.06	414,018,127.80
	<u>610,683,736.15</u>	<u>430,596,076.76</u>
14 Cash and bank balances		
(A) Cash and Cash equivalent		
(a) Cash in hand	813,137.00	571,885.00
(b) Current Account with Banks	4,327,452.75	4,726,172.33
(B) Other Bank Balances (with more than 12 months maturity)		
(a) Bank Deposits with maturity more than 12 months	54,507,093.00	53,892,234.93
	<u>59,647,682.75</u>	<u>59,190,292.26</u>

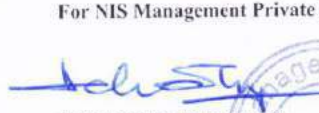
Note :

Fixed deposits stated above marked as lien with State Bank of India against various credit facilities & guarantee.

15 Short-term Loans and advances

(A) Secured		
(B) Unsecured		
(i) Advances recoverable in cash or kind (Includes primarily advance to employee)	9,538,225.61	6,246,942.33
(ii) TDS Receivable	121,069,800.81	184,859,150.80
(iii) Pre-paid Insurance Premium	99,359.00	-
	<u>130,707,385.42</u>	<u>191,106,093.13</u>

For NIS Management Private Limited



DEBAJIT CHOUDHURY
Director



RINA CHOUDHURY
Director


NOTES TO ACCOUNTS

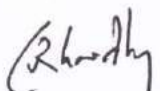
For the Year ended 31st March 2017

	As at March 31,2017	As at March 31,2016
16 Other Current Assets		
(A) Security Deposit	9,568,867.50	6,892,448.50
(B) Earnest Money Deposit	16,750,932.00	8,982,022.00
(C) Interest accrued on fixed deposits with banks	1,389,354.24	-
	<u>27,709,153.74</u>	<u>15,874,470.50</u>
	For the Year ended March 31.2017	For the Year ended March 31.2016
17 Other Income		
(a) Interest on Bank Deposits	2,750,807.00	3,834,627.00
(b) Profit on sale of Fixed Assets	10,658.00	5,450.00
	<u>2,761,465.00</u>	<u>3,840,077.00</u>
18 Cost of Material Consumed		
(a) Cleaning Materials Consumed	38,369,008.00	30,406,576.00
(b) Cost of Uniform	18,497,004.93	17,124,788.61
	<u>56,866,012.93</u>	<u>47,531,364.61</u>

For NIS Management Private Limited


DEBAJIT CHOUDHURY
Director




RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

For the Year ended 31st March 2017

	For the Year ended March 31,2017	For the Year ended March 31,2016
19 Employee Cost		
(a) Salaries, Wages & Bonus	84,790,476.00	70,234,020.78
(b) Contribution to Provident Fund & Other Funds	3,131,753.00	2,844,325.13
(c) Leave Encashment	380,759.00	1,015,000.00
	88,302,988.00	74,093,345.91
20 Cost to Contract Labour	2,020,530,833.63	1,517,638,166.14
	2,020,530,833.63	1,517,638,166.14

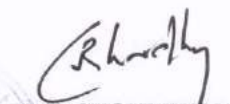
Note :

The Expenses comprise payments and benefits to Contract Labours deployed in sites. The retirement benefits of these Contract Labours are primarily responsibility of the principal employers, although the same is routed through the books of the company.

For NIS Management Private Limited



DEBAJIT CHOUDHURY
Director



RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

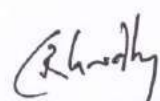
For the Year ended 31st March 2017

21	Operation and Other Expenses	For the Year ended March 31,2017	For the Year ended March 31,2016
(a)	Audit Fees	100,000.00	90,000.00
(b)	Advertisement Expenses	745,920.61	294,400.00
(b)	Rent & Brokerage	1,548,067.14	5,097,180.17
(d)	Commission	-	5,400.00
(e)	Conveyance	2,393,566.26	2,212,468.00
(f)	Directors' Remuneration	16,300,906.38	8,536,807.55
(g)	Electricity Charges	2,268,105.00	1,903,305.00
(h)	Expenses For Communication	4,085,849.21	3,940,683.57
(i)	Fuel & Lubricants	4,209,973.78	4,156,390.32
(j)	Miscellaneous Expenses	5,040,061.22	5,277,885.00
(k)	Hire Charges	9,216,454.00	7,575,962.00
(l)	Insurance Premium	417,319.00	133,584.00
(m)	Legal & Professional Fees	2,478,301.00	2,158,448.00
(n)	License Fees	1,723,005.00	771,357.00
(o)	Medical and Mediclaim Expenses	223,133.00	265,991.00
(p)	Postage & Courier	943,016.00	983,849.00
(q)	Printing & Stationery	2,257,472.00	2,105,668.00
(r)	Profession Tax	2,500.00	2,500.00
(s)	Repairing & Maintenance	2,763,274.00	1,560,136.00
(t)	Software Service	5,321,209.00	3,847,590.00
(u)	Training Fees	24,970,390.00	9,543,700.00
(v)	Tour & Travel	4,424,589.07	4,867,652.63
(w)	Vehicle Running Expenses	2,165,930.00	2,574,526.00
		93,599,041.67	67,905,483.24
22 Finance Cost			
(a)	Interest - Secured Loan	33,393,018.35	25,469,017.00
(b)	Interest - Unsecured Loan	5,684,368.25	1,029,888.39
(c)	Bank Charges & Commission	5,428,478.00	4,950,426.86
		44,505,864.60	31,449,332.25

For NIS Management Private Limited


DEBAJIT CHOUDHURY
Director




RINA CHOUDHURY
Director



		Amount in Rs	
Note 23		As at March 31, 2017	As at March 31, 2016
Contingent Liabilities not provided for			
Demands in respect of Service tax [For the year 2005-06 & 2006-07 under CESTAT, Kolkata]		22000000	22000000
Demands in respect of Income tax and Interest thereon [For the year 2011-12 under ITAT, Kolkata]	9726020		
Demands in respect of Income tax and Interest thereon [For the year 2012-13 under Commissioner of Income Tax (Appeal), Kolkata]	4031060	13757080	13757080
Performance Bank Guarantees given to third parties		75243330	45350494

Note - 24

Related Party Disclosure.

List of Related Parties:

As per Accounting Standard 18, the disclosures of transactions with the related parties are given below:	
Associates	Keertika Education & Associates LLP
Enterprises over which Key Management Personnel have significant influence.	NIS Facility Management Services Private Limited
	Keertika Academy Private Limited
	Stellartrack Technologies Private Limited
	NIS Ace Management Private Limited
Key Managerial Personnel	Debajit Choudhury (Director)
	Rina Choudhury (Director)

Figures in bracket represent corresponding figures relating to previous year.

Transactions with Related Parties: Amount in Rs

	Enterprises over which Key Management Personnel have significant influence.		Associates		Key Management Personnel	
	Mar-17	Mar-16	Mar-17	Mar-16	Mar-17	Mar-16
Remuneration	Nil	Nil	Nil	Nil	16,300,906	8,536,808
Service Charges/Expenses Paid (Net)	4,492,950	13,391,290	Nil	Nil	Nil	Nil
Investment in Preference Shares	24,500,000	24,500,000	Nil	Nil	Nil	Nil
Investments Made	Nil	Nil	480,000	480,000	Nil	Nil
Balance Outstanding at year end	3,896,640	1,329,808	Nil	Nil	Nil	Nil



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Note - 25

Payment to Auditors (Excluding service tax)

Particulars	Amount in Rs	
	As at March 31, 2017	As at March 31, 2016
As Statutory Auditor	50,000	45,000
As Tax Auditor	50,000	45,000
Other matters	-	-
Total	100,000	90,000

Note - 26

Directors' Remuneration (including Managing Director)

Particulars	Amount in Rs	
	As at March 31, 2017	As at March 31, 2016
Salaries & Allowances	16,300,906	8,536,808
Perquisites	Nil	Nil
Contribution to PF	Nil	Nil
Provision for Gratuity	Nil	Nil
Total	16,300,906	8,536,808

27. In the opinion of Board of Directors, in the ordinary course of business, Current Assets, Loan & Advances have a value

28. Deferred tax asset being recognised and carried forward only to the extent that there is a virtual certainty that the asset will be

29. The company has no dues outstanding for more than 30 days to Micro, Small and Medium Enterprise.

30. Earnings and Expenditure in Foreign Currency: NIL.

30. As the company is engaged in service activity, details of quantitative information are not applicable.

31. Previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year's presentation.

32. Disclosure on Specified Bank Notes (SBN)

During the year, the Company had specified bank and other denomination notes as defined in the MCA Notification G.S.R 308 (E) dated March 30th, 2017 on the details of SBN held and transacted during the period from 8th November 2016 to 30th December 2016, the denomination wise SBN & other notes is given as below:-

Particulars	SBN's	Other Denomination notes	Total Amount (Rs)
Closing Cash In hand as on 08-11-2016	93,000	378,290	471,290
Add: Permitted Receipts	-	3,820,182	3,820,182
Less: Permitted Payments	-	3,116,715	3,116,715
Less: Amount Deposited in Banks	93,000	347,000	440,000
Closing Cash in Hand as on 30-12-2016	-	734,757	734,757

For DATTARROY & ASSOCIATES
Chartered Accountants

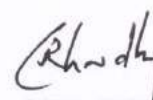
For and on behalf of the Board
NIS Management Private Limited



INDRANIL DATTARROY
Proprietor
Membership No. 54772
Firm Registration No. 323778E
Date- August 31, 2017



DEBAJIT CHOUDHURY
Director
[DIN: 00932489]



RINA CHOUDHURY
Director
[DIN: 00881320]

FORM NO. 3CA**[See rule 6G(1)(a)]**

Audit report under section 44AB of the Income-tax Act, 1961 in a case where the accounts of the business or profession of a person have been audited under any other law

1. We report that the statutory audit of NIS MANAGEMENT PRIVATE LIMITED 55/99, PRINCE ANWAR SHAH ROAD, LAKE GARDEN, KOLKATA, WEST BENGAL, 700045 AACCN2982P was conducted by Us DATTA ROY & ASSOCIATES in pursuance of the provisions of the COMPANIES Act, and We annex here to a copy of Our audit report dated 31/08/2017 along with a copy each of

- (a) the audited **Profit and loss account** for the period beginning from 01/04/2016 to ending on 31/03/2017
- (b) the audited balance sheet as at, 31/03/2017; and
- (c) documents declared by the said act to be part of, or annexed to, the **Profit and loss account** and balance sheet.

2. The statement of particulars required to be furnished under section 44AB is annexed herewith in Form No. 3CD.

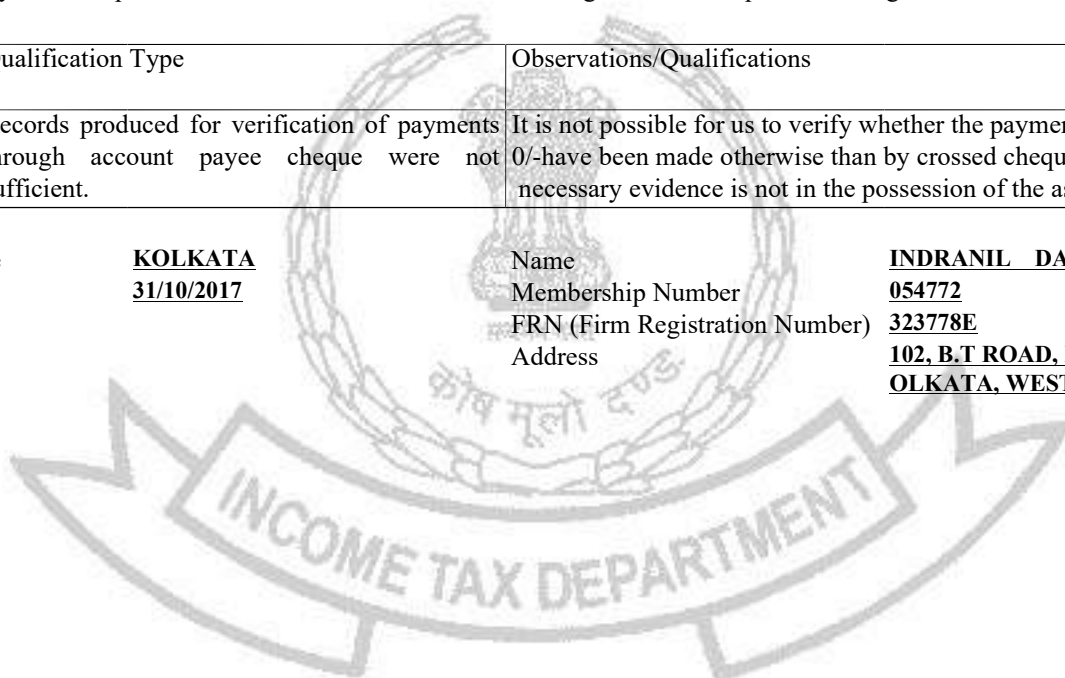
3. In **Our** opinion and to the best of **Our** information and according to examination of books of account including other relevant documents and explanations given to Us the particulars given in the said Form No. 3CD and the Annexure thereto are true and correct subject to the following observations/qualifications, if any.

Where any of the requirement in the Form is answered in the Negative or with qualification, give reasons therefor

Sl No.	Qualification Type	Observations/Qualifications
1	Records produced for verification of payments through account payee cheque were not sufficient.	It is not possible for us to verify whether the payments in excess of Rs. 20,000/- have been made otherwise than by crossed cheque or by bank draft, as the necessary evidence is not in the possession of the assessee.

Place KOLKATA
Date 31/10/2017

Name INDRANIL DATTA ROY
Membership Number 054772
FRN (Firm Registration Number) 323778E
Address 102, B.T ROAD, B-8/8 UTTARAYAN, KOLKATA, WEST BENGAL, 700108



FORM NO. 3CD

[See rule 6G(2)]

Statement of particulars required to be furnished under section 44AB of the Income-tax Act, 1961

1	Name of the assessee		NIS MANAGEMENT PRIVATE LIMITED				
2	Address		55/99, PRINCE ANWAR SHAH ROAD,, LAKE GARDEN, KO LKATA, WEST BENGAL, 700045				
3	Permanent Account Number (PAN)		AACCN2982P				
4	Whether the assessee is liable to pay indirect tax like excise duty, service tax, sales tax, customs duty, etc. if yes, please furnish the registration number or any other identification number allotted for the same		Yes				
	Sl No.	Type	Registration Number				
	1	Service Tax	AACCN2982PST001				
	2	Sales VAT/Tax WEST BENGAL	19629026022				
5	Status		Company				
6	Previous year from		01/04/201631/03/2017				
7	Assessment Year		2017-18				
8	Indicate the relevant clause of section 44AB under which the audit has been conducted						
	Sl No.	Relevant clause of section 44AB under which the audit has been conducted					
	1	Clause 44AB(a)-Total sales/turnover/gross receipts in business exceeding Rs. 1 crore					
9	a	If firm or Association of Persons, indicate names of partners/members and their profit sharing ratios. In case of AOP, whether shares of members are indeterminate or unknown ?					
	S.No.	Name	Profit Sharing Ratio (%)				
	Nil						
9	b	If there is any change in the partners or members or in their profit sharing ratio since the last date of the preceding year, the particulars of such change.					
	S.No.	Date of change	Name of Partner/ Member	Type of change	Old profit sharing ratio	New profit Sharing Ratio	Remarks
10	a	Nature of business or profession (if more than one business or profession is carried on during the previous year, nature of every business or profession).					
	S.No.	Sector	Sub Sector			Code	
	1	Service Sector	Security agencies			0710	
10	b	If there is any change in the nature of business or profession, the particulars of such change					
	S.No.	Business	Sector	SubSector		Code	
	Nil						
11	a	Whether books of accounts are prescribed under section 44AA, if yes, list of books so prescribed					
	S.No.	Books prescribed					
11	b	List of books of account maintained and the address at which the books of accounts are kept. (In case books of account are maintained in a computer system, mention the books of account generated by such computer system. If the books of accounts are not kept at one location, please furnish the addresses of locations along with the details of books of accounts maintained at each location.) Same as 11(a) above					
	S.No.	Books maintained	Address Line 1	Address Line 2	City or Town or District	State	PinCode
	1	CASH BOOK, BANK BOOK, LEDGER, JOURNAL, DEBTORS LEDGER, CREDITORS LEDGER	58/99	PRINCE ANWAR SHAH ROAD	KOLKATA	WEST BENGAL	700045
11	c	List of books of account and nature of relevant documents examined. Same as 11(b) above					
	S.No.	Books Examined					
	1	CASH BOOK, BANK BOOK, LEDGER, JOURNAL, DEBTORS LEDGER, CREDITORS LEDGER					
12	Whether the profit and loss account includes any profits and gains assessable on presumptive basis, if yes, indicate the amount and the relevant section (44AD, 44ADA, 44AE, 44AF, 44B, 44BB, 44BBA, 44BBB, Chapter XII-G, First Schedule or any other relevant section).						
	S.No.	Section	Amount				
	Nil						
13	a	Method of accounting employed in the previous year		Mercantile system			
13	b	Whether there has been any change in the method of accounting employed vis-a-vis the method employed in the immediately preceding previous year.					
	No						

NIS MANAGEMENT PRIVATE LIMITED
Regd. Office: 58/99, Prince Anwar Shah Road, Kolkata WB 700045
CIN: U74920WB2006PTC108679

Cash Flow Statement
For the year ended 31st March, 2018

	As on 31.03.2018	As on 31.03.2017
<u>A. Cash Flows from Operating Activities:</u>		
Profit before Taxes	167,713,320.09	124,985,727.61
Adjusted for :		
Depreciation	12,104,985.20	9,450,163.00
Finance Cost	41,557,495.65	44,505,864.60
Interest Income	(3,746,145.33)	(2,750,807.00)
Profit on Sale of Fixed Assets	(98,568.00)	(10,658.00)
	49,817,767.52	51,194,562.60
Operating profit before working capital changes	217,531,087.61	176,180,290.21
Movements in Working Capital :		
Decrease/(increase) in Trade Receivables	(127,492,679.85)	(180,087,659.39)
Decrease/(increase) in Loans and Advances	(60,447,303.50)	60,398,707.71
Decrease/(increase) in Other Current Assets	3,633,016.51	(11,834,683.24)
(Decrease)/increase in Trade Payables	(2,143,351.28)	1,773,967.01
(Decrease)/increase in Provisions	2,348,686.00	(79,984,151.00)
(Decrease)/increase in Other Current Liabilities	68,684,217.79	18,032,687.57
Cash Generated from Operations	(115,417,414.33) 102,113,673.28	(191,701,131.34) (15,520,841.13)
Net Cash (used in)/generated from Operating Activities - A	102,113,673.28	(15,520,841.13)
<u>B. Cash Flows from Investing Activities:</u>		
Purchase of fixed assets	(12,292,567.50)	(39,700,066.25)
Proceeds from Sale of fixed Assets	185,000.00	9,020,742.00
Interest Received	3,746,145.33	2,750,807.00
Investments	(22,500,000.00)	
Net Cash used in Investing Activities - B	(30,861,422.17)	(27,928,517.25)
<u>C. Cash Flows from Financing Activities :</u>		
Repayment/Proceeds of borrowings	(9,463,485.53)	88,412,613.47
Financing Charges	(41,557,495.65)	(44,505,864.60)
Net Cash from Financing Activities - C	(51,020,981.18)	43,906,748.87
Net increase in cash and cash equivalents (A+B+C)	20,231,269.93	457,390.49
Cash and Cash equivalents (Opening)	59,647,682.75	59,190,292.26
Cash and Cash equivalents (Closing)	79,878,952.68	59,647,682.75

Reconciliation of Cash and Cash equivalents as per the statement of Cash Flows

(i) Cash in hand	144,657.00	813,137.00
(ii) Deposit with Bank	2,883,987.68	4,327,452.75
(iii) Balances with scheduled banks in: Current accounts	76,850,308.00	54,507,093.00
Balance as per statement of Cash Flows	79,878,952.68	59,647,682.75

For DATTAROY & ASSOCIATES
Chartered Accountants

Indranil Datt-Roy

INDRANIL DATTAROY
Proprietor
Membership No. 54772
FRN - 323778E
Place - Kolkata
Date- June 1, 2018

On behalf of the Board

Deba Jit Choudhury
DEBAJIT CHOUDHURY
Director
[DIN: 00932489]



Rina Choudhury
RINA CHOUDHURY
Director
[DIN: 00881320]

NIS MANAGEMENT PRIVATE LIMITED
 Regd. Office: 58/99, Prince Anwar Shah Road, Kolkata WB 700045
 CIN: U74920WB2006PTC108679
BALANCE SHEET
AS AT MARCH 31, 2018

	Note	As at March 31, 2018		As at March 31, 2017	
I EQUITY & LIABILITIES					
1 SHAREHOLDERS' FUNDS					
(a) Share Capital	3	26,000,000.00		26,000,000.00	
(b) Reserve and Surplus	4	435,689,232.98	461,689,232.98	322,787,335.59	348,787,335.59
2 NON-CURRENT LIABILITIES					
(a) Long-term borrowings	5	21,342,070.52		29,413,226.57	
(b) Deferred tax liabilities (net)	6	-	21,342,070.52	522,339.34	29,935,565.91
3 CURRENT LIABILITIES					
(a) Short-term borrowings	7	324,447,382.25		325,839,711.72	
(b) Trade payables	8				
(i) Micro, Small and Medium Enterprises		-		-	
(ii) Others		12,404,165.36		14,547,516.64	
(c) Other Current Liabilities	9	221,786,553.73		153,102,335.94	
(d) Short-term provisions	10	159,329,445.00	717,967,546.34	100,980,759.00	594,470,323.30
TOTAL			1,200,998,849.84		973,193,224.81
II ASSETS					
1 NON-CURRENT ASSETS					
(a) Fixed Assets					
(i) Tangible Assets	11	114,047,883.05		113,534,394.75	
(ii) Intangible Assets		18,534.00	114,066,417.05	430,872.00	113,965,266.75
(b) Deferred Tax Assets	6		666,237.96		-
(c) Non-current Investments	12		41,980,000.00		24,980,000.00
2 CURRENT ASSETS					
(a) Investments	12	11,000,000.00		5,500,000.00	
(b) Trade receivables	13	738,176,416.00		610,683,736.15	
(c) Cash & Bank balances	14	79,878,952.68		59,647,682.75	
(d) Short-term loans & advances	15	191,154,688.92		130,707,385.42	
(e) Other Current assets	16	24,076,137.23	1,044,286,194.83	27,709,153.74	834,247,958.06
TOTAL			1,200,998,849.84		973,193,224.81

III NOTES FORMING PART OF FINANCIAL STATEMENTS

For DATTARROY & ASSOCIATES
 Firm Registration No. 323778E
 Chartered Accountants

Indranil Dattaroy

INDRANIL DATTARROY
 Proprietor
 Membership No. 54772
 Place - Kolkata
 Date- June 1, 2018

For and on behalf of the Board

Debajit Choudhury

DEBAJIT CHOUDHURY
 Director
 [DIN: 00932489]



Rina Choudhury

RINA CHOUDHURY
 Director
 [DIN: 00881320]

NIS MANAGEMENT PRIVATE LIMITED
Regd. Office: 58/99, Prince Anwar Shah Road, Kolkata WB 700045
CIN: U74920WB2006PTC108679
STATEMENT OF PROFIT AND LOSS
FOR THE YEAR ENDED MARCH 31, 2018

	Note	As at March 31, 2018	As at March 31, 2017
I REVENUE FROM OPERATIONS		2,801,433,385.41	2,435,479,166.44
II OTHER INCOME	17	3,844,713.33	2,761,465.00
III TOTAL REVENUE		2,805,278,098.74	2,438,240,631.44
IV EXPENSES			
(a) Cost of Material consumed	18	52,880,573.57	56,866,012.93
(b) Employee Costs	19	98,533,425.00	88,302,988.00
(c) Cost to Contract Labour	20	2,329,482,707.16	2,020,530,833.63
(d) Operation and Other Expenses	21	103,005,592.07	93,599,041.67
(e) Finance Cost	22	41,557,495.65	44,505,864.60
(f) Depreciation and amortisation expense	11	12,104,985.20	9,450,163.00
TOTAL EXPENSES		2,637,564,778.65	2,313,254,903.83
V PROFIT BEFORE EXCEPTIONAL AND EXTRAORDINARY ITEMS AND TAXES		167,713,320.09	124,985,727.61
VI EXCEPTIONAL ITEMS			-
VII PROFIT BEFORE AND EXTRAORDINARY ITEMS AND TAXES		167,713,320.09	124,985,727.61
VIII EXTRAORDINARY ITEMS			-
IX PROFIT BEFORE TAX		167,713,320.09	124,985,727.61
X TAX EXPENSES			
(a) Current Tax	56,000,000.00	43,800,000.00	
(b) Deferred Tax	(1,188,577.30)	54,811,422.70	(1,019,334.00)
XI PROFIT AFTER TAX		112,901,897.39	82,205,061.61
XII EARNING PER SHARE		43.42	31.62

XIII NOTES FORMING PART OF FINANCIAL STATEMENTS

For DATTARROY & ASSOCIATES
Firm Registration No. 323778E
Chartered Accountants

Indranil Dattaroy

INDRANIL DATTARROY
Proprietor
Membership No. 54772
Place - Kolkata
Date- June 1, 2018

For and on behalf of the Board

Debjit Choudhury

DEBAJIT CHOUDHURY
Director
[DIN: 00932489]

Rina Choudhury

RINA CHOUDHURY
Director
[DIN: 00881320]



NOTES TO ACCOUNTS
For the Year ended 31st March 2018

3 Share Capital

	As at March 31, 2018	As at March 31, 2017
(A) Authorised	30,000,000.00	30,000,000.00
30,00,000 Equity shares of Rs 10 each		

(B) Issued, subscribed and fully paid	26,000,000.00	26,000,000.00
26,00,000 Equity Shares of Rs 10 each		

The movement in subscribed and paid up share capital is set out below :
There has been no change/ movement in number of shares outstanding at the beginning and at the end of the reporting period

No of Shares	Amount (Rs)
2,600,000.00	26,000,000.00
2,600,000.00	26,000,000.00

(C) Number of shares held by each shareholder holding more than 5 percent of the issued share capital

(i) DebaJit Choudhury

24,97,500 Equity Shares of Rs 10 each

No of Share	% of holding
2,497,500.00	96.06%

(D) Reconciliation of the equity shares outstanding at the beginning and at end of reporting period.

Particulars	Year ended 31.03.2018		Year ended 31.03.2017	
	Numbers of shares	Amount in Rs.	Numbers of shares	Amount in Rs.
Shares outstanding at the beginning of the year	2,600,000	26,000,000	2,600,000	26,000,000
Shares outstanding at the end of the year	2,600,000	26,000,000	2,600,000	26,000,000

(E) Information regarding issue of shares in the last five years

(i) Out of the above 5,60,000 equity shares, fully paid up have been issued for consideration other than cash, pursuant to

(ii) The company allotted 19,60,000 equity shares as fully paid up shares by capitalisation of profits transferred from General Reserve, pursuant to shareholder's resolution passed at the Board Meeting on 20th December 2016.
(iii) The company allotted 10,000 shares against application money on 31.03.2014.

4 Reserve and Surplus

Balance as per the last financial statement	322,787,335.59	240,582,273.98
Add : Profit for the Year	112,901,897.39	82,205,061.61
	435,689,232.98	322,787,335.59

For NIS Management Private Limited

DEBAJIT CHOUDHURY
Director

RINA CHOUDHURY
Director



[Handwritten signature]

NOTES TO ACCOUNTS

For the Year ended 31st March 2018

	As at March 31,2018	As at March 31,2017
5 Long Term Borrowings		
(a) Secured		
(i) Term Loan from Bank- Commercial Property (Note-1)	18,688,362.71	19,459,224.77
(ii) Term Loan from Bank - Vehicle Loan (Note-2)	2,653,707.81	3,593,066.16
(b) Unsecured Loan		
(i) Term Loans from Bank	-	6,360,935.65
	<u>21,342,070.52</u>	<u>29,413,226.57</u>

Note :

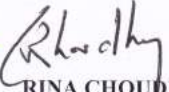
- 1) Secured by way of charge on the properties purchased out of the loan. The loan is scheduled to be repaid by 2031-32.
- 2) Secured by hypothecation of vehicle purchased against the loan taken from that Bank. The loan is scheduled to be repaid by 2021-22.

6 Deferred Tax Liabilities / (Assets)

Opening Balance of Deferred Tax Liability	522,339.34	1,541,673.34
Assets recognised during the year	(1,188,577.30)	1,019,334.00
Deferred Tax Liabilities / (Assets)	<u>(666,237.96)</u>	<u>522,339.34</u>

For NIS Management Private Limited


DEBAJIT CHOUDHURY
Director


RINA CHOUDHURY
Director





NOTES TO ACCOUNTS

For the Year ended 31st March 2018

	As at March 31,2018	As at March 31,2017
7 Short-term Borrowings		
(a) Secured		
(i) Working Capital Loans from Bank (Note-1)	316,402,731.33	307,237,465.63
(ii) Term Loan from Bank (Note-2)	1,683,715.25	1,526,185.42
	<u>318,086,446.58</u>	<u>308,763,651.05</u>
(b) Unsecured		
(ii) Term Loan from Banks	6,360,935.67	17,076,060.67
	<u>6,360,935.67</u>	<u>17,076,060.67</u>
	<u>324,447,382.25</u>	<u>325,839,711.72</u>

Note :

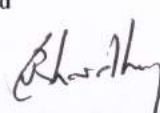
(1) Working Capital Loan from Bank (Cash Credit facility) is secured by hypothecation of entire stock of raw materials, stock in trade, receivable, book debts and all other current assets.

(2) Secured by way of charge on the properties purchased out of the loan. The loan is scheduled to be repaid by 2018-19.

(3) Unsecured Loan from Bank & NBFC's that are scheduled to be paid by 2018-19

For NIS Management Private Limited


DEBAJIT CHOUDHURY
Director


RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

For the Year ended 31st March 2018

	As at March 31,2018	As at March 31,2017
8 Trade Payables		
(i) Micro, Small and Medium Enterprises	-	-
(ii) Others	12,404,165.36	14,547,516.64
	<u>12,404,165.36</u>	<u>14,547,516.64</u>

The details of amounts outstanding to Micro, Small and Medium Enterprises based on available information with the Company is as under:

Particulars	As at March 31,2018	As at March 31,2017
Principal amount due and remaining unpaid	Nil	Nil
Interest due on above and the unpaid interest	Nil	Nil
Interest paid	Nil	Nil
Payment made beyond the appointed day during the year	Nil	Nil
Interest due and payable for the period of delay	Nil	Nil
Interest accrued and remaining unpaid	Nil	Nil
Amount of further interest remaining due and payable in succeeding years	Nil	Nil

9 Other Current Liabilities

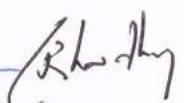
Employee Benefits/Statutory Dues/Other Payables and accruals	221,786,553.73	153,102,335.94
	<u>221,786,553.73</u>	<u>153,102,335.94</u>

10 Short Term Provisions

Provision for Leave Encashment	472,369.00	380,759.00
Provision for Taxation	156,600,000.00	100,600,000.00
Provision for Gratuity	2,257,076.00	-
	<u>159,329,445.00</u>	<u>100,980,759.00</u>

For NIS Management Private Limited


DEBAJIT CHOUDHURY
Director


RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

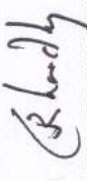
For the Year ended 31st March 2018

11 Fixed Assets

Sl No	Description	GROSS BLOCK				DEPRECIATION			NET BLOCK		
		As at 31-03-2017	Additions/ Adjustments	Deductions/ Adjustments	As at 31-03-18	Upto 31-03-17	For the year /Adjustment	On Sales/ Adjustment	Upto 31-03-18	As at 31-03-18	As at 31-03-17
(A) TANGIBLE ASSETS											
01	AIR CONDITIONER	1,194,817.00	174,181.24	-	1,368,998.24	912,429.00	190,602.32	-	1,103,031.32	265,966.92	282,388.00
02	BUILDING	104,182,415.00	-	-	104,182,415.00	10,729,680.00	4,063,488.59	-	14,793,168.59	89,389,246.41	93,452,735.00
03	COMPUTERS & PERIPHERALS	8,749,745.00	993,047.00	-	9,742,792.00	7,428,209.00	1,000,233.83	-	8,428,442.83	1,314,349.17	1,321,536.00
04	CYCLE	158,609.00	24,000.00	-	182,609.00	75,453.00	26,610.12	-	102,063.12	80,545.88	83,156.00
05	ELECTRICAL INSTALLATION	480,421.00	174,332.20	-	654,753.20	255,297.00	83,820.15	-	339,117.15	315,636.05	225,124.00
06	FURNITURE & FIXTURE	9,516,989.00	7,038,284.50	-	16,555,273.50	3,379,389.00	2,623,491.33	-	6,002,880.33	10,552,393.17	6,137,600.00
07	MACHINERY & CLEANING EQUIPMENT	10,874,858.50	3,227,421.56	-	14,102,280.06	4,462,300.00	1,486,567.31	-	5,948,867.31	8,153,412.75	6,412,558.50
08	MOTOR BIKE	367,817.00	-	-	367,817.00	326,084.00	16,908.00	-	342,992.00	24,825.00	41,733.00
09	MOTOR CAR	8,148,379.25	469,915.00	726,839.00	7,891,455.25	2,994,260.00	1,939,748.50	640,407.00	4,293,601.50	3,597,853.75	5,154,119.25
10	TELEPHONE/MOBILE/FAX ETC	269,107.00	19,060.00	-	288,167.00	222,964.00	27,196.94	-	250,160.94	38,006.06	46,143.00
11	OFFICE EQUIPMENT	1,097,677.00	172,326.00	-	1,270,003.00	720,375.00	233,980.11	-	954,355.11	315,647.89	377,302.00
TOTAL		145,040,834.75	12,292,567.50	726,839.00	156,606,563.25	31,506,440.00	11,692,647.20	640,407.00	42,558,680.20	114,047,883.05	113,534,394.75
(B) INTANGIBLE ASSETS											
01	INTANGIBLE ASSETS- SOFTWARE DEVELOPMENT	2,061,689.00	-	-	2,061,689.00	1,630,817.00	412,338.00	-	2,043,155.00	18,534.00	430,872.00
TOTAL		2,061,689.00	-	-	2,061,689.00	1,630,817.00	412,338.00	-	2,043,155.00	18,534.00	430,872.00
TOTAL (A+B)		147,102,523.75	12,292,567.50	726,839.00	158,668,252.25	33,137,257.00	12,104,985.20	640,407.00	44,601,835.20	114,066,417.05	113,965,266.75

For NIS Management Private Limited


DEBAJIT CHOUDHURY
Director


RINA CHOUDHURY
Director

NOTES TO ACCOUNTS

For the Year ended 31st March 2018

12 Non-Current & Current Investments

(A) Non-Current Investment

Trade Investments (Non Current Investments, Unquoted , fully paid up)

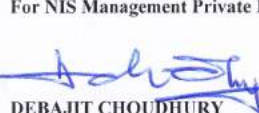
	As at March 31.2018	As at March 31.2017
Investment in M/s Keertika Academy Private Limited - Unquoted [41,50,000 (24,50,000) Redeemable Preference shares of Rs 10 each fully paid]	41,500,000.00	24,500,000.00
Investment in M/s Keertika Education & Associates LLP - Unquoted	480,000.00	480,000.00
Aggregate value of Unquoted Instruments	41,980,000.00	24,980,000.00

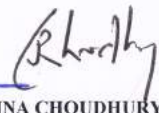
(B) Current Investment

Investment in Corporate Mutual Fund (Aggregate value of Mutual Funds)	11,000,000.00	5,500,000.00
	11,000,000.00	5,500,000.00
Total (A+B)	52,980,000.00	30,480,000.00

(All the investments have been stated at cost. There is no permanent diminution in the value of investment)

For NIS Management Private Limited


DEBAJIT CHOUDHURY
Director


RINA CHOUDHURY
Director



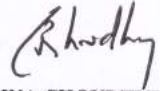
NOTES TO ACCOUNTS

For the Year ended 31st March 2018

	As at March 31,2018	As at March 31,2017
13 Trade Receivables		
(a) Due over six months		
Considered good (Unsecured)	28,124,521.45	23,389,187.09
(b) Others		
Considered good (Unsecured)	710,051,894.55	587,294,549.06
	738,176,416.00	610,683,736.15
14 Cash and bank balances		
(A) Cash and Cash equivalent		
(a) Cash in hand	144,657.00	813,137.00
(b) Current Account with Banks	2,883,987.68	4,327,452.75
(B) Other Bank Balances (with less than 12 months maturity)		
(a) Bank Depsits with maturity less than 12 months	76,850,308.00	54,507,093.00
	79,878,952.68	59,647,682.75
Note :		
Fixed deposits stated above marked as lien with State Bank of India against various credit facilities & guarantee.		
15 Short-term Loans and advances		
(A) Secured		
(B) Unsecured		
(i) Advances recoverable in cash or kind (Includes primarily advance to employee)	11,375,349.55	9,538,225.61
(ii) TDS Receivable	179,779,339.37	121,069,800.81
(iii) Pre-paid Insurance Premium	-	99,359.00
	191,154,688.92	130,707,385.42

For NIS Management Private Limited


DEBAJIT CHOUDHURY
 Director


RINA CHOUDHURY
 Director



NOTES TO ACCOUNTS

For the Year ended 31st March 2018

	As at March 31,2018	As at March 31,2017
16 Other Current Assets		
(A) Security Deposit	6,329,929.50	9,568,867.50
(B) Earnest Money Deposit	15,895,453.00	16,750,932.00
(C) Interest accrued on fixed deposits with banks	1,850,754.73	1,389,354.24
	<u>24,076,137.23</u>	<u>27,709,153.74</u>
	For the Year ended March 31,2018	For the Year ended March 31,2017
17 Other Income		
(a) Interest on Bank Deposits	3,746,145.33	2,750,807.00
(b) Profit on sale of Fixed Assets	98,568.00	10,658.00
	<u>3,844,713.33</u>	<u>2,761,465.00</u>
18 Cost of Material Consumed		
(a) Cleaning Materials Consumed	42,818,083.75	38,369,008.00
(b) Cost of Uniform	10,062,489.82	18,497,004.93
	<u>52,880,573.57</u>	<u>56,866,012.93</u>

For NIS Management Private Limited

DEBAJIT CHOUDHURY
DirectorRINA CHOUDHURY
Director

NOTES TO ACCOUNTS

For the Year ended 31st March 2018

	For the Year ended March 31,2018	For the Year ended March 31,2017
19 Employee Cost		
(a) Salaries, Wages & Bonus	92,175,653.00	84,790,476.00
(b) Contribution to Provident Fund & Other Funds	3,628,327.00	3,131,753.00
(c) Leave Encashment	472,369.00	380,759.00
(d) Gratuity	2,257,076.00	-
	<u><u>98,533,425.00</u></u>	<u><u>88,302,988.00</u></u>
20 Cost to Contract Labour (Note below)	2,329,482,707.16	2,020,530,833.63
	<u><u>2,329,482,707.16</u></u>	<u><u>2,020,530,833.63</u></u>

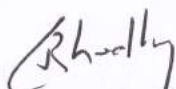
Note :

The Expenses comprise payments and benefits to Contract Labours deployed in sites. The retirement benefits including Leave Encashment and Gratuity of these Contract Labours are primarily responsibility of the principal employers, although the same is routed through the books of the company, hence no provision for Leave Encashment and Gratuity was made for these employees.

For NIS Management Private Limited



DEBAJIT CHOUDHURY
Director



RINA CHOUDHURY
Director



NOTES TO ACCOUNTS

For the Year ended 31st March 2018

21 Operation and Other Expenses

	For the Year ended March 31,2018	For the Year ended March 31,2017
(a) Audit Fees	120,000.00	100,000.00
(b) Advertisement Expenses	1,104,084.00	745,920.61
(c) Rent & Brokerage	5,817,341.73	1,548,067.14
(d) Conveyance	2,019,078.00	2,393,566.26
(e) Directors' Remuneration	17,455,311.82	16,300,906.38
(f) Electricity Charges	2,125,385.00	2,268,105.00
(g) Expenses For Communication	3,020,812.59	4,085,849.21
(h) Fuel & Lubricants	4,659,428.10	4,209,973.78
(i) Miscellaneous Expenses	5,503,623.10	5,040,061.22
(j) Hire Charges	11,083,862.50	9,216,454.00
(k) Insurance Premium	5,905,423.96	417,319.00
(l) Legal & Professional Fees	4,214,623.00	2,478,301.00
(m) License Fees	1,398,713.55	1,723,005.00
(n) Medical and Mediclaim Expenses	798,651.64	223,133.00
(o) Postage & Courier	741,715.90	943,016.00
(p) Printing & Stationery	1,884,518.00	2,257,472.00
(q) Profession Tax	15,000.00	2,500.00
(r) Repairing & Maintenance	16,295,570.80	2,763,274.00
(s) Software Service	6,097,500.00	5,321,209.00
(t) Training Fees	5,193,413.00	24,970,390.00
(u) Tour & Travel	4,702,329.38	4,424,589.07
(v) Vehicle Running Expenses	2,849,206.00	2,165,930.00
	103,005,592.07	93,599,041.67

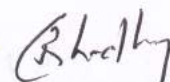
22 Finance Cost

(a) Interest - Secured Loan	32,767,316.41	33,393,018.35
(b) Interest - Unsecured Loan	2,577,280.35	5,684,368.25
(c) Bank Charges & Commission	6,212,898.89	5,428,478.00
	41,557,495.65	44,505,864.60

For NIS Management Private Limited



DEBAJIT CHOUDHURY
Director



RINA CHOUDHURY
Director





NIS Management Private Limited

Notes forming part of the financial statements for the period ended March 31st, 2018

		Amount in Rs	
Note 23		As at March 31, 2018	As at March 31, 2017
Contingent Liabilities not provided for			
Demands in respect of Service tax [For the year 2005-06 & 2006-07 under CESTAT, Kolkata]		25,554,177	25,554,177
Demands in respect of Income tax and Interest thereon [For the year 2011-12] under ITAT, Kolkata]	951,774		9,726,020
Demands in respect of Income tax and Interest thereon [For the year 2012-13] under Commissioner of Income Tax (Appeal), Kolkata]	1,109,572	2,061,346	4,031,060
Performance Bank Guarantees given to third parties		122,747,019	75,243,330

Note - 24

Related Party Disclosure.

List of Related Parties:

As per Accounting Standard 18, the disclosures of transactions with the related parties are given below:	
Enterprises over which Key Management Personnel have significant influence.	NIS Facility Management Services Private Limited
	Keertika Academy Private Limited
	Stellartrack Technologies Private Limited
	Keertika Education & Associates LLP
	NIS Ace Management Private Limited
Key Managerial Personnel	Debajit Choudhury (Director)
	Rina Choudhury (Director)

Figures in bracket represent corresponding figures relating to previous year.

Transactions with Related Parties: Amount in Rs

Particulars	Enterprises over which Key Management Personnel have significant influence		Associates		Key Management Personnel	
	Mar-18	Mar-17	Mar-18	Mar-17	Mar-18	Mar-17
Remuneration	Nil	Nil	Nil	Nil	17,455,312	16,300,906
Service Charges/Expenses Paid (Net)	6,967,975	4,492,950	Nil	Nil	Nil	Nil
Investment in Preference Shares	41,500,000	24,500,000	Nil	Nil	Nil	Nil
Investments Made	480,000	480,000	Nil	Nil	Nil	Nil
Balance Outstanding at year end	(1,049,265)	3,896,640	Nil	Nil	Nil	Nil

Note - 25

Payment to Auditors (Excluding service tax)

Particulars	Amount in Rs	
	As at March 31, 2018	As at March 31, 2017
As Statutory Auditor	60,000	50,000
As Tax Auditor	60,000	50,000
Other matters	-	-
Total	120,000	100,000

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Note - 26

Directors' Remuneration (including Managing Director)

Particulars	Amount in Rs	
	As at March 31, 2018	As at March 31, 2017
Salaries & Allowances	17,455,312	16,300,906
Perquisites	-	-
Contribution to PF	-	-
Provision for Gratuity	-	-
Total	17,455,312	16,300,906

27. In the opinion of Board of Directors, in the ordinary course of business, Current Assets, Loan & Advances have a value on realisation at least equal to the amount at which they are stated.

28. Deferred tax asset being recognised and carried forward only to the extent that there is a virtual certainty that the asset will be realised in future, no deferred tax asset has been recognized in the books during the year.

29. The company has no dues outstanding for more than 30 days to Micro, Small and Medium Enterprise.

30. Earnings and Expenditure in Foreign Currency: NIL.

31. As the company is engaged in service activity, details of quantitative information are not applicable.

Note - 32 Earning Per Share	Amount in Rs	
	As at March 31, 2018	As at March 31, 2017
Profit for computation of basic and diluted EPS	112,901,897	82,205,062
Weighted average number of shares considered for basic EPS (INR 10 par value)	2,600,000	2,600,000
Weighted average number of shares considered for diluted EPS (INR 10 par value)	2,600,000	2,600,000
Basic Earning Per Share	43.42	31.62
Diluted Earnings per Share	43.42	31.62

33. Based on the guiding principle given in Accounting Standard on "Segment Reporting" (AS-17) issued by the Institute of Chartered Accountant of India, the company's primary business segment is security and facility management services. All other activities of the company revolve around the main business. As the company's business activity falls within a single primary business segment, The disclosure requirements of AS 17 in this regard are not applicable

34. As per Section 135 of the Companies Act 2013, a company, meeting the applicability threshold, needs to spend at least 2% of its average net profit for the immediately preceding three financial years on Corporate Social Responsibility(CSR) activities. The area of CSR activity is the promotion of education including special education and employment enhancing of vocational skills. The Funds were primarily spent through an NSDC approved Vocational Training Institute. Amount Spent during the year Rs. 13,50,000/-

35. During the year ended March 31, 2018, the Company accrued and provided for, and created a liability for, an amount of INR 22,57,076 towards gratuity and an amount of INR 4,72,369 towards leave as at March 31, 2018. Thus, the effective charge for the year ended March 31, 2018 towards the liabilities for gratuity and leave was INR 22,57,076 and INR 4,72,369 respectively.

Liability for Employee benefit expenses has been determined by an actuary appointed for the purpose in conformity with the principles set out in the Accounting Standard 15 (revised) the details of which are hereunder:

a) Changes in Present Value of Obligations as on 31.03.2018

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2018	For the year ended 31st March 2017	For the year ended 31st March 2018	For the year ended 31st March 2017
Benefit obligation at the beginning of year	2,065,554	1,947,341	380,759	
Current Service Cost	526,678	246,145	124,287	380,759
Interest Cost	160,080	155,787	29,509	
Actuarial (gain) / Loss	1,719,969	(283,719)	318,573	
Benefits paid	-	-	(380,759)	
Defined Benefit obligation at year end	4,472,281	2,065,554	472,369	380,759

[Signature]

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b) Reconciliation of opening and closing balances of fair value of Plan Assets

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2018	For the year ended 31st March 2017	For the year ended 31st March 2018	For the year ended 31st March 2017
Fair value of Plan Assets at the beginning of the period	1,813,953	1,813,953		
Expected Return On Plan Asset	140,581	149,651		
Actuarial Gain/Losses	9,070	-		
Contribution by Employer	403,443	-		
Benefits paid	-	-		
Fair value of Plan Assets at the closing of the period	2,367,047	1,963,604	-	-

c) The amounts to be recognised in the balance sheet

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2018	For the year ended 31st March 2017	For the year ended 31st March 2018	For the year ended 31st March 2017
Present Value of obligations at the beginning of the year		-	-	
Present value of the obligation at the end of the period	4,472,281	2,065,554	472,369	380,759
Fair value of plan assets at end of period	2,367,047	1,963,604	-	-
Funded Status	(2,105,234)	(101,950)	(472,369)	(380,759)
Net (liability)/asset recognized in Balance Sheet and related analysis	(2,105,234)	(101,950)	472,369	380,759

d) Expenses recognised in the statement of profit & loss

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2018	For the year ended 31st March 2017	For the year ended 31st March 2018	For the year ended 31st March 2017
Current Service Cost	526,678	246,145	124,287	380,759
Interest Cost	160,080	155,787	29,509	
Expected return on plan Assets	(140,581)	(149,651)	-	
Net Actuarial (gain)/loss recognised in the year	1,710,899	(283,719)	318,573	
Expenses recognized in the Statement of Profit and Loss	2,257,076	(31,438)	472,369	380,759

e) Principal actuarial assumptions

Particulars	31.03.2018	31.03.2017
Mortality Table	IALM 2006-08 Ultimate	LICI 2006-08 Ultimate
Superannuation Age	58 years	58 years
Early retirement & disablement	1/30 * Salary * Number of	10 per thousand p.a.
Discount Rate	7.75%	7.00%
Inflation Rate	5.00%	6.00%
Withdrawal rate (Per Annum)	5% p.a	1% to 2% depending upon
Return in Asset	0	0
Remaining Working Life	18 years	29 years
Formula used	Projected unit credit method	Projected unit credit

36. Previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year's presentation.

For DATTAROY & ASSOCIATES

Firm Registration No. 323778E

Chartered Accountants

Indranil Dattaroy

Indranil Dattaroy

Proprietor

Membership No. 54772

Place - Kolkata

Date - June 1, 2018

For and on behalf of the Board of Directors of

NIS Management Private Limited

Debajit Choudhury

Debajit Choudhury

Director

DIN No: 932489

Rina Choudhury

Rina Choudhury

Director

DIN No: 00881320

FORM NO. 3CA

[See rule 6G(1)(a)]

Audit report under section 44AB of the Income-tax Act, 1961 in a case where the accounts of the business or profession of a person have been audited under any other law

1. **We** report that the statutory audit of **NIS MANAGEMENT LIMITED** **1ST FLOOR FI-1A(W) 489, MADURDAHA KALIK APUR-700107 WEST BENGAL , , KOLKATA , WEST BENGAL , 700107** **AACCN2982P** was conducted by **Us** **DATTA ROY & ASSOCIATES** in pursuance of the provisions of the **COMPANIES** Act, and **We** annex here to a copy of **Our** audit report dated **01/06/2018** along with a copy each of

- (a) the audited **Profit and loss account** for the period beginning from **01/04/2017** to ending on **31/03/2018**
(b) the audited balance sheet as at, **31/03/2018** ; and
(c) documents declared by the said act to be part of, or annexed to, the **Profit and loss account** and balance sheet.

2. The statement of particulars required to be furnished under section 44AB is annexed herewith in Form No. 3CD.

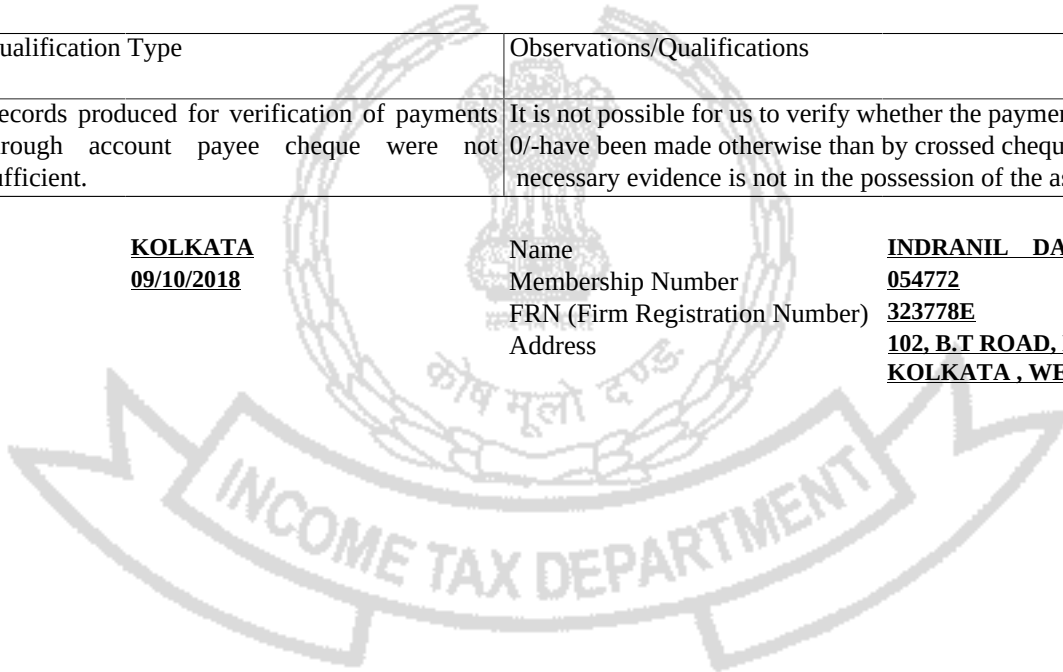
3. In **Our** opinion and to the best of **Our** information and according to examination of books of account including other relevant documents and explanations given to **Us** the particulars given in the said Form No. 3CD and the Annexure thereto are true and correct subject to the following observations/qualifications, if any.

Where any of the requirement in the Form is answered in the Negative or with qualification, give reasons therefor

Sl No.	Qualification Type	Observations/Qualifications
1	Records produced for verification of payments through account payee cheque were not sufficient.	It is not possible for us to verify whether the payments in excess of Rs. 10,000/- have been made otherwise than by crossed cheque or by bank draft, as the necessary evidence is not in the possession of the assessee.

Place **KOLKATA**
Date **09/10/2018**

Name **INDRANIL DATTA ROY**
Membership Number **054772**
FRN (Firm Registration Number) **323778E**
Address **102, B.T ROAD, B-8/8 UTTARAYAN , , KOLKATA , WEST BENGAL , 700108**



FORM NO. 3CD

[See rule 6G(2)]

Statement of particulars required to be furnished under section 44AB of the Income-tax Act, 1961

1	Name of the assessee		NIS MANAGEMENT LIMITED			
2	Address		1ST FLOOR FI-1A(W) 489, MADURDAHA KALIKAPUR-700107 WEST BENGAL , , KOLKATA , WEST BENGAL , 700107			
3	Permanent Account Number (PAN)		AACCN2982P			
4	Whether the assessee is liable to pay indirect tax like excise duty, service tax, sales tax, goods and services tax, customs duty, etc. if yes, please furnish the registration number or, GST number or any other identification number allotted for the same		Yes			
5	Sl No.	Type	Registration Number			
	1	Service Tax	AACCN2982PST001			
	2	Sales TAX/VAT WEST BENGAL	19629026022			
	3	Goods and Services tax WEST BENGAL	19AACCN2982P2ZP			
	4	Goods and Services tax KARNATAKA	29AACCN2982P1ZP			
	5	Goods and Services tax ORISSA	21AACCN2982P1Z5			
	6	Goods and Services tax BIHAR	10AACCN2982P1Z8			
	7	Goods and Services tax ASSAM	18AACCN2982P1ZS			
	8	Goods and Services tax DELHI	07AACCN2982P1ZV			
	9	Goods and Services tax CHHATISHGARH	22AACCN2982P1Z3			
	10	Goods and Services tax GUJARAT	24AACCN2982P1ZZ			
	11	Goods and Services tax HARYANA	06AACCN2982P1ZX			
	12	Goods and Services tax JHARKHAND	20AACCN2982P1Z7			
	13	Goods and Services tax MAHARASHTRA	27AACCN2982P1ZT			
	14	Goods and Services tax MEGHALAYA	17AACCN2982P1ZU			
	15	Goods and Services tax TELANGANA	36AACCN2982P1ZU			
	16	Goods and Services tax UTTAR PRADESH	09AACCN2982P1ZR			
	17	Goods and Services tax RAJASTHAN	08AACCN2982P1ZT			
	18	Goods and Services tax ANDHRA PRADESH	37AACCN2982P1ZS			
	19	Goods and Services tax WEST BENGAL	19AACCN2982P3ZO			
5	Status		Company			
6	Previous year from		01/04/2017 to 31/03/2018			
7	Assessment Year		2018-19			
8	Indicate the relevant clause of section 44AB under which the audit has been conducted					
	Sl No.	Relevant clause of section 44AB under which the audit has been conducted				
	1	Clause 44AB(a)-Total sales/turnover/gross receipts of business exceeding specified limits				
9	a	If firm or Association of Persons, indicate names of partners/members and their profit sharing ratios. In case of AOP, whether shares of members are indeterminate or unknown ?				
	S.No.	Name			Profit Sharing Ratio (%)	
	1					
9	b	If there is any change in the partners or members or in their profit sharing ratio since the last date of the preceding year, the particulars of such change.				
	S.No.	Date of change	Name of Partner/Member	Type of change	Old profit sharing ratio	New profit Sharing Ratio
10	a	Nature of business or profession (if more than one business or profession is carried on during the previous year, nature of every business or profession).				
	S.No.	Sector		Sub Sector		Code
	1	OTHER SERVICES		Other services n.e.c.		21008
10	b	If there is any change in the nature of business or profession, the particulars of such change				
	S.No.	Business	Sector	SubSector		Code
11	a	Whether books of accounts are prescribed under section 44AA, if yes, list of books so prescribed				
	S.No.	Books prescribed				
	1	CASH BOOK, BANK BOOK, LEDGER, JOURNAL, DEBTORS LEDGER, CREDITORS LEDGER				
11	b	List of books of account maintained and the address at which the books of accounts are kept. (In case books of account are maintained in a computer system, mention the books of account generated by such computer system. If the books of accounts are not kept at one location, please furnish the addresses of locations along with the details of books of accounts maintained at each location.) Same as 11(a) above				

NIS MANAGEMENT LIMITED
 Regd. Office: 58/99, Prince Anwar Shah Road, Kolkata WB 700045
 CIN: U74920WB2006PTC108679
BALANCE SHEET
AS AT MARCH 31, 2019

	Note	As at March 31, 2019	As at March 31, 2018
I EQUITY & LIABILITIES			
1 SHAREHOLDERS' FUNDS			
(a) Share Capital	3	72,779,280.00	26,000,000.00
(b) Reserve and Surplus	4	544,821,279.88	461,689,232.98
2 NON-CURRENT LIABILITIES			
(a) Long-term borrowings	5	19,451,678.79	21,342,070.52
3 CURRENT LIABILITIES			
(a) Short-term borrowings	7	455,343,364.50	324,447,382.25
(b) Trade payables	8		
(i) Micro, Small and Medium Enterprises		10,428,746.18	12,404,165.36
(ii) Others		125,942,629.96	221,786,553.73
(c) Other Current Liabilities	9	214,093,519.50	159,329,445.00
(d) Short-term provisions	10		717,967,546.34
TOTAL		1,442,860,498.81	1,200,998,849.84
II ASSETS			
1 NON-CURRENT ASSETS			
(a) Fixed Assets			114,047,883.05
(i) Tangible Assets	11	107,206,058.20	114,066,417.05
(ii) Intangible Assets		1,211,160.00	18,534.00
(b) Non-current Investments	12	98,489,396.00	41,980,000.00
(c) Deferred Tax Assets (net)	6	1,615,326.49	666,237.96
2 CURRENT ASSETS			
(a) Investments	12	11,000,000.00	11,000,000.00
(b) Trade receivables	13	810,646,262.40	738,176,416.00
(c) Cash & Bank balances	14	107,192,105.22	79,878,952.68
(d) Short-term loans & advances	15	271,329,881.87	191,154,688.92
(e) Other Current assets	16	34,170,308.63	24,076,137.23
TOTAL		1,442,860,498.81	1,200,998,849.84

For DATTARROY & ASSOCIATES
 Firm Registration No. 323778E
 Chartered Accountants

Indranil Datta Roy

Indranil Datta Roy
 Proprietor
 Membership No. 54772
 Place - Kolkata
 Date- July 17, 2019



Debjit Choudhury
 Managing Director
 [DIN: 00932489]

Souran Maity
 Souran Maity
 Chief Financial Officer

For and on behalf of the Board

Rina Choudhury
 Rina Choudhury
 Joint Managing Director
 [DIN: 00881320]

Ramyan Chatterjee
 Ramyani Chatterjee
 Company Secretary

NIS MANAGEMENT LIMITED
 Regd. Office: 58/99, Prince Anwar Shah Road, Kolkata WB 700045
 CIN: U74920WB2006PTC108679
STATEMENT OF PROFIT AND LOSS
FOR THE YEAR ENDED MARCH 31, 2019

	Note	For the year ended March 31, 2019	For the year ended March 31, 2018
I REVENUE FROM OPERATIONS		2,705,517,038.32	2,801,433,385.41
II OTHER INCOME	17	3,585,213.80	3,844,713.33
III TOTAL REVENUE		<u>2,709,102,252.12</u>	<u>2,805,278,098.74</u>
IV EXPENSES			
(a) Cost of Material consumed	18	51,224,257.82	52,880,573.57
(b) Employee Costs	19	100,197,819.00	98,533,425.00
(c) Cost to Contract Labour	20	2,232,994,597.98	2,329,482,707.16
(d) Operation and Other Expenses	21	96,118,440.24	103,005,592.07
(e) Finance Cost	22	46,684,074.21	41,557,495.65
(f) Depreciation and amortisation expense	11	11,772,910.00	12,104,985.20
TOTAL EXPENSES		<u>2,538,992,099.25</u>	<u>2,637,564,778.65</u>
V PROFIT BEFORE EXCEPTIONAL AND EXTRAORDINARY ITEMS AND TAXES		<u>170,110,152.87</u>	<u>167,713,320.09</u>
VI EXCEPTIONAL ITEMS			-
VII PROFIT BEFORE AND EXTRAORDINARY ITEMS AND TAXES		<u>170,110,152.87</u>	<u>167,713,320.09</u>
VIII EXTRAORDINARY ITEMS			-
IX PROFIT BEFORE TAX		<u>170,110,152.87</u>	<u>167,713,320.09</u>
X TAX EXPENSES			
(a) Current Tax		57,310,110.50	56,000,000.00
(b) Deferred Tax		<u>(949,088.53)</u>	<u>(1,188,577.30)</u>
XI PROFIT AFTER TAX		<u>113,749,130.90</u>	<u>112,901,897.39</u>
XII EARNING PER SHARE		<u>21.14</u>	<u>43.42</u>

For DATTAROI & ASSOCIATES
 Firm Registration No. 323778E
 Chartered Accountants

Indranil Datta Roy
 Indranil Datta Roy
 Proprietor
 Membership No. 54772
 Place - Kolkata
 Date- July 17, 2019



Debasmita Choudhury

Debasmita Choudhury
 Managing Director
 [DIN: 00932489]

Sourin Maity
 Sourin Maity
 Chief Financial Officer

For and on behalf of the Board

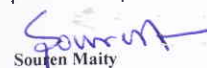
Rina Choudhury

Rina Choudhury
 Joint Managing Director
 [DIN: 00881320]

Ramya Chatterjee
 Ramyani Chatterjee
 Company Secretary

NIS MANAGEMENT LIMITED
Regd. Office: 58/99, Prince Anwar Shah Road, Kolkata WB 700045
CIN: U74920WB2006PTC108679

Cash Flow Statement
For the year ended 31st March, 2019

	As on 31.03.2019	As on 31.03.2018
A. Cash Flows from Operating Activities:		
Profit before Taxes	170,110,152.87	167,713,320.09
Adjusted for :		
Depreciation	11,772,910.00	12,104,985.20
Finance Cost	46,684,074.21	41,557,495.65
Interest Income	(3,585,213.80)	(3,746,145.33)
Profit on Sale of Fixed Assets	-	(98,568.00)
	54,871,770.41	49,817,767.52
Operating profit before working capital changes	224,981,923.28	217,531,087.61
Movements in Working Capital :		
Decrease/(increase) in Trade Receivables	(72,469,846.40)	(127,492,679.85)
Decrease/(increase) in Loans and Advances	(80,175,192.95)	(60,447,303.50)
Decrease/(increase) in Other Current Assets	(10,094,171.40)	3,633,016.51
(Decrease)/increase in Trade Payables	(1,975,419.18)	(2,143,351.28)
(Decrease)/increase in Provisions	(2,546,036.00)	2,348,686.00
(Decrease)/increase in Other Current Liabilities	(95,843,923.77)	68,684,217.79
	(263,104,589.70)	(115,417,414.33)
Cash Generated from Operations	(38,122,666.42)	102,113,673.28
Net Cash (used in)/generated from Operating Activities - A	(38,122,666.42)	102,113,673.28
B. Cash Flows from Investing Activities:		
Purchase of fixed assets	(6,123,711.15)	(12,292,567.50)
Proceeds from Sale of fixed Assets	-	185,000.00
Interest Received	3,585,213.80	3,746,145.33
Investments	(56,509,396.00)	(22,500,000.00)
	(59,047,893.35)	(30,861,422.17)
Net Cash used in Investing Activities - B	(59,047,893.35)	(30,861,422.17)
C. Cash Flows from Financing Activities :		
Repayment/Proceeds of borrowings	129,005,590.52	(9,463,485.53)
Financing Charges	(46,684,074.21)	(41,557,495.65)
Proceeds from issue of Share Capital	42,162,196.00	-
	124,483,712.31	(51,020,981.18)
Net Cash from Financing Activities - C	124,483,712.31	(51,020,981.18)
Net increase in cash and cash equivalents (A+B+C)	27,313,152.54	20,231,269.93
Cash and Cash equivalents (Opening)	79,878,952.68	59,647,682.75
Cash and Cash equivalents (Closing)	107,192,105.22	79,878,952.68
Reconciliation of Cash and Cash equivalents as per the statement of Cash Flows		
(i) Cash in hand	262,894.00	144,657.00
(ii) Deposit with Bank	42,274,654.22	2,883,987.68
(iii) Balances with scheduled banks in: Current accounts	64,654,557.00	76,850,308.00
Balance as per statement of Cash Flows	107,192,105.22	79,878,952.68
For DATTARROY & ASSOCIATES Chartered Accountants	On behalf of the Board	
 Indranil Datta Roy Proprietor Membership No. 54772 FRN - 323778E Place - Kolkata Date- July 17, 2019	 Debajit Choudhury Managing Director (DIN: 00932489)	 Rina Choudhury Joint Managing Director (DIN: 00881320)
	 Souren Maity Chief Financial Officer	 Ramyani Chatterjee Company Secretary

NOTES TO ACCOUNTS
For the Year ended 31st March 2019

3 Share Capital

(A) Authorised

1,40,00,000 Equity shares of Rs 10 each

As at
March 31, 2019

140,000,000.00

As at
March 31, 2018

30,000,000.00

(B) Issued, subscribed and fully paid

72,77,928 Equity Shares of Rs 10 each

72,779,280.00

26,000,000.00

(C) Number of shares held by each shareholder holding more than 5 percent of the issued equity share capital

	As at March 31, 2019		As at March 31, 2018	
	No of Share	% of holding	No of Share	% of holding
(i) Debajit Choudhury	6,396,180.00	87.88%	2,497,500.00	96.06%
(i) Rina Choudhury	868,915.00	11.94%	102,500.00	3.94%

(D) Reconciliation of the number of shares and amount of Subscribed & Paid Up Share Capital at the beginning and at the end of the reporting period

Particulars	Opening Balance	Fresh Issue	Closing Balance
Subscribed & Paid Up Share Capital			
<u>Equity shares of Rs 10 each</u>			
Year ended 31st March, 2019			
- Number of shares	2,600,000	4,677,928.00	7,277,928
- Amount (Rs.)	26,000,000	46,779,280.00	72,779,280
Year ended 31st March, 2018			
- Number of shares	2,600,000	-	2,600,000
- Amount (Rs.)	26,000,000	-	26,000,000

(E) Information regarding issue of shares in the last five years

- The company allotted 80000 shares against application money on 31.03.2014.
- Debajit Choudhury, transferred 175 shares to 5 new shareholders on 21.04.2018.
- Pursuant to shareholder's resolution passed at the Board Meeting on 30th June 2018, 311171 shares were issued to Debajit Choudhury, Rina Choudhury, Anirban Choudhury and Nilima Neogi through swapping of shares at a ratio as determined in accordance with the valuation report prepared by an Independent Chartered Accountant.
- The company allotted 43,66,757 equity shares as fully paid up bonus shares by capitalisation of profits transferred from General Reserve, pursuant to shareholder's resolution passed at the Board Meeting on 10th September 2018.

(F) Terms & Rights attached with Equity & Preference shares

The Company has only one class of equity shares having a par value of Rs 10 per share. Each holder of equity shares is entitled to one vote per share.

4 Reserve and Surplus

(A) General Reserve

Balance as per the last financial statement
Less : Bonus Shares Issued
Less : Allocation of Loss of Keertika Education & Associates LLP
Add : Profit for the Year

As at March 31, 2019

435,689,232.98
(43,667,570.00)
(11,547,421.00)
113,749,130.90

494,223,372.88

As at March 31, 2018

322,787,335.59
-
-
112,901,897.39

435,689,232.98

(B) Securities Premium

Securities Premium at the beginning
Add: Receipts on issue of Equity Shares

50,597,907.00

50,597,907.00

544,821,279.88

Total

435,689,232.98

For NIS Management Limited

Debajit Choudhury
Managing Director

Rina Choudhury
Joint Managing Director

Soumen Maity
Chief Financial Officer

Ramyan Chatterjee
Company Secretary



NOTES TO ACCOUNTS
For the Year ended 31st March 2019

	As at March 31, 2019	As at March 31, 2018
5 Long Term Borrowings		
(a) Secured		
(i) Term Loan from Bank- Commercial Property (Note-1)	17,836,407.79	18,688,362.71
(ii) Term Loan from Bank - Vehicle Loan (Note-2)	1,615,271.00	2,653,707.81
	<u>19,451,678.79</u>	<u>21,342,070.52</u>

Note :

- Secured by an exclusive charge on the specified assets purchased out of the loan. The loan is repayable in equated monthly installments and scheduled to be repaid by 2031-32.
- Vehicle loan from other financiers are secured by hypothecation of the respective vehicle(s) purchased against the loan taken from that financier(s) and scheduled to be repaid by 2021-22.

6 Deferred Tax Liabilities / (Assets)

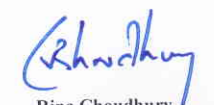
The balance in deferred tax liabilities/(assets) comprises temporary differences attributable to :

Property, Plant & Equipment		
Opening Balance of Deferred Tax Liability	(666,237.96)	522,339.34
Assets recognised during the year	(949,088.53)	(1,188,577.30)
Total Deferred Tax Liabilities / (Assets)	<u>(1,615,326.49)</u>	<u>(666,237.96)</u>

The applicable statutory tax rate of the Company for the financial year ended March 31, 2019 is 34.944% (March 31, 2018 : 34.608%).

For NIS Management Limited


Debajit Choudhury
Managing Director


Rina Choudhury
Joint Managing Director


Souren Maity
Chief Financial Officer


Ramyani Chatterjee
Company Secretary



NOTES TO ACCOUNTS
For the Year ended 31st March 2019

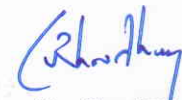
	As at March 31, 2019	As at March 31, 2018
7 Short-term Borrowings		
(a) Secured		
(i) Working Capital Loans from Bank (Note-1)	453,489,714.58	316,402,731.33
(ii) Term Loan from Bank (Note-2)	1,853,649.92	1,683,715.25
	<u>455,343,364.50</u>	<u>318,086,446.58</u>
(b) Unsecured		
(ii) Term Loan from Banks	-	6,360,935.67
	<u>-</u>	<u>6,360,935.67</u>
	<u>455,343,364.50</u>	<u>324,447,382.25</u>

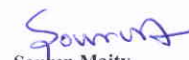
Note :

- (1) Working Capital Loan from Bank (Cash Credit facility) is secured primarily by hypothecation of current assets.
- (2) Secured by way of charge on the properties purchased out of the loan. The loan is scheduled to be repaid by 2019-20.

For NIS Management Limited


Debajit Choudhury
Managing Director


Rina Choudhury
Joint Managing Director


Souren Maity
Chief Financial Officer


Ramyani Chatterjee
Company Secretary



NOTES TO ACCOUNTS
For the Year ended 31st March 2019

	As at March 31, 2019	As at March 31, 2018
8 Trade Payables		
(i) Micro, Small and Medium Enterprises	-	-
(ii) Others	10,428,746.18	12,404,165.36
	<u>10,428,746.18</u>	<u>12,404,165.36</u>

The details of amounts outstanding to Micro, Small and Medium Enterprises based on available information with the Company is as under:

Particulars	As at March 31, 2019	As at March 31, 2018
Principal amount due and remaining unpaid	Nil	Nil
Interest due on above and the unpaid interest	Nil	Nil
Interest paid	Nil	Nil
Payment made beyond the appointed day during the year	Nil	Nil
Interest due and payable for the period of delay	Nil	Nil
Interest accrued and remaining unpaid	Nil	Nil
Amount of further interest remaining due and payable in succeeding years	Nil	Nil

9 Other Current Liabilities

Employee Benefits/Statutory Dues/Other Payables and accruals	125,942,629.96	221,786,553.73
	<u>125,942,629.96</u>	<u>221,786,553.73</u>

10 Short Term Provisions

Provision for Leave Encashment	24,666.00	472,369.00
Provision for Taxation	213,910,110.50	156,600,000.00
Provision for Gratuity	158,743.00	2,257,076.00
	<u>214,093,519.50</u>	<u>159,329,445.00</u>

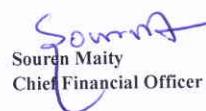
For NIS Management Limited



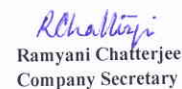
Debajit Choudhury
Managing Director



Rina Choudhury
Joint Managing Director



Souren Maity
Chief Financial Officer



Ramyani Chatterjee
Company Secretary



NOTES TO ACCOUNTS

For the Year ended 31st March 2019

11 Property, Plant & Equipment

Sl No	Description	GROSS BLOCK				DEPRECIATION			NET BLOCK		
		As at 31-03-2018	Additions/ Adjustments	Deductions/ Adjustments	As at 31-03-19	Upto 31-03-18	For the year /Adjustment	On Sales/ Adjustment	Upto 31-03-19	As at 31-03-19	As at 31-03-18
(A) TANGIBLE ASSETS											
01	AIR CONDITIONER	1,368,998.24	162,499.98	-	1,531,498.22	1,103,031.32	130,199.00		1,233,230.32	298,267.90	265,966.92
02	BUILDING	104,182,415.00	-	-	104,182,415.00	14,793,168.59	3,878,494.00		18,671,662.59	85,510,752.41	89,389,246.41
03	COMPUTERS & PERIPHERALS	9,742,792.00	1,419,375.57	-	11,162,167.57	8,428,442.83	1,159,271.00		9,587,713.83	1,574,453.74	1,314,349.17
04	CYCLE	182,609.00	-	-	182,609.00	102,063.12	24,081.00		126,144.12	56,464.88	80,545.88
05	ELECTRICAL INSTALLATION	654,753.20	27,909.69	-	682,662.89	339,117.15	97,826.00		436,943.15	245,719.74	315,636.05
06	FURNITURE & FIXTURE	16,555,273.50	159,537.00	-	16,714,810.50	6,002,880.33	3,056,739.00		9,059,619.33	7,655,191.17	10,552,393.17
07	MACHINERY & CLEANING EQUIPMENT	14,102,280.06	2,619,264.62	-	16,721,544.68	5,948,867.31	1,799,181.00		7,748,048.31	8,973,496.37	8,153,412.75
08	MOTOR BIKE	367,817.00	-	-	367,817.00	342,992.00	5,925.00		348,917.00	18,900.00	24,825.00
09	MOTOR CAR	7,891,455.25	-	-	7,891,455.25	4,293,601.50	1,264,776.00		5,558,377.50	2,333,077.75	3,597,853.75
10	TELEPHONE/MOBILE/FAX ETC	288,167.00	91,964.29	-	380,131.29	250,160.94	36,477.00		286,637.94	93,493.35	38,006.06
11	OFFICE EQUIPMENT	1,270,003.00	432,000.00	-	1,702,003.00	954,355.11	301,407.00		1,255,762.11	446,240.89	315,647.89
TOTAL		156,606,563.25	4,912,551.15	-	161,519,114.40	42,558,680.20	11,754,376.00	-	54,313,056.20	107,206,058.20	114,047,883.05
(B) INTANGIBLE ASSETS											
01	INTANGIBLE ASSETS- SOFTWARE DEVELOPMENT	2,061,689.00	1,211,160.00	-	3,272,849.00	2,043,155.00	18,534.00		2,061,689.00	1,211,160.00	18,534.00
TOTAL		2,061,689.00	1,211,160.00	-	3,272,849.00	2,043,155.00	18,534.00	-	2,061,689.00	1,211,160.00	18,534.00
TOTAL (A+B)		158,668,252.25	6,123,711.15	-	164,791,963.40	44,601,835.20	11,772,910.00	-	56,374,745.20	108,417,218.20*	114,066,417.05

Note

- (a) Refer Note 7 for information on Property, Plant & Equipment pledged as security.
(b) Computer Software consists of Software Licenses

For NIS Management Limited

Debasmita
Debasmita Choudhury
Managing Director

Soufen Maiti
Soufen Maiti
Chief Financial Officer

Ramyan Chatterjee
Ramyan Chatterjee
Company Secretary



NOTES TO ACCOUNTS
For the Year ended 31st March 2019

12 Non-Current & Current Investments

(A) Non-Current Investment

	As at March 31, 2019	As at March 31, 2018
Subsidiaries		
Trade Investments (Non Current Investments, Unquoted, fully paid up)		
(I) Investment in M/s Keertika Academy Private Limited - Unquoted [41,50,000 (24,50,000) Redeemable Preference shares of Rs 10 each fully paid]	41,500,000.00	41,500,000.00
(II) Investment in M/s Keertika Education & Associates LLP - Unquoted (Refer Note - 1)	(11,067,421.00)	480,000.00
Trade Investments (Non Current Investments, Unquoted, fully paid up)		
In Equity Shares of Subsidiaries - Unquoted, Fully paid up		
(III) Keertika Academy Private Limited (9986 Numbers of Equity Shares of Rs 10 each fully paid, invested in Wholly Subsidiary during the year ended 31-03-2019 at a ratio as determined in accordance with the valuation report prepared by an Independent Chartered Accountant.)	17,014,137.00	
(IV) NIS Ace Management Private Limited (9986 Numbers of Equity shares of Rs 10 each fully paid, invested in Wholly Subsidiary during the year ended 31-03-2019 at a ratio as determined in accordance with the valuation report prepared by an Independent Chartered Accountant.)	100,284.00	
(V) NIS Facility Management Services Private Limited (340852 Numbers of Equity shares of Rs 10 each fully paid, invested in Wholly Subsidiary during the year ended 31-03-2019 at a ratio as determined in accordance with the valuation report prepared by an Independent Chartered Accountant.)	50,942,396.00	
Total Investments	98,489,396.00	41,980,000.00
Aggregate Book Value of Quoted Investment & market value thereof	Nil	Nil
Aggregate Book Value of Unquoted Investment	98,489,396.00	41,980,000.00
Aggregate amount of Impairment value of Investment	Nil	Nil

(B) Current Investment

Investment in Corporate Mutual Fund (Aggregate value of Quoted Investment) NAV - Rs 12.175/-	11,000,000.00	11,000,000.00
	11,000,000.00	11,000,000.00
Total (A+B)	109,489,396.00	52,980,000.00

(All the current investments have been stated at cost. There is no permanent diminution in the value of investment)

Note -1

Name of the Partner	Profit Sharing Ratio	Total Capital As on 31st March 2019
Keertika Academy Private Limited	51%	31,360,000.00
NIS Management Limited	48%	480,000.00
Anjaney Private Industrial Training Institute	1%	10,000.00
	100%	31,850,000.00

For NIS Management Limited


Debajit Choudhury
Managing Director


Rina Choudhury
Joint Managing Director


Souren Maity
Chief Financial Officer


Ramyani Chatterjee
Company Secretary



NOTES TO ACCOUNTS
For the Year ended 31st March 2019

	As at March 31, 2019	As at March 31, 2018
13 Trade Receivables		
(A) Due over six months		
Considered good (Unsecured)	30,318,170.21	28,124,521.45
(B) Others		
Considered good (Unsecured)	780,328,092.19	710,051,894.55
	810,646,262.40	738,176,416.00

Note:

No trade receivables are due from directors or other officers of the Company either severally or jointly with any other person and from firms or private companies respectively in which any director is a partner, a director or a member except as disclosed in note 24.

14 Cash and bank balances

(A) Cash and Cash equivalent		
(a) Cash in hand	262,894.00	144,657.00
(b) Current Account with Banks	42,274,654.22	2,883,987.68
(B) Other Bank Balances (with less than 12 months maturity)		
(a) Bank Deposits with remaining maturity upto 12 months from reporting date.	64,654,557.00	76,850,308.00
	107,192,105.22	79,878,952.68

Note:

Fixed deposits stated above marked as lien with State Bank of India & HDFC Bank Limited against various credit facilities & guarantee.

15 Short-term Loans and advances

(A) Unsecured (considered good)		
(i) Advances recoverable in cash or kind (Includes primarily advance to employee)	16,329,340.42	11,375,349.55
(ii) TDS Receivable	255,000,541.45	179,779,339.37
	271,329,881.87	191,154,683.92

Note:

No loans & advances are due from directors or other officers of the Company either severally or jointly with any other person and from firms or private companies respectively in which any director is a partner, a director or a member.

For NIS Management Limited


Debajit Choudhury
Managing Director


Rina Choudhury
Joint Managing Director


Souren Maity
Chief Financial Officer


Ramyani Chatterjee
Company Secretary



NOTES TO ACCOUNTS

For the Year ended 31st March 2019

	As at March 31, 2019	As at March 31, 2018
16 Other Current Assets		
(A) Security Deposit	7,595,308.50	6,329,929.50
(B) Earnest Money Deposit	22,503,342.00	15,895,453.00
(C) Interest accrued on fixed deposits with banks	4,071,658.13	1,850,754.73
	<u>34,170,308.63</u>	<u>24,076,137.23</u>
	For the Year ended March 31, 2019	For the Year ended March 31, 2018
17 Other Income		
(A) Interest on Bank Deposits	3,585,213.80	3,746,145.33
(B) Profit on sale of Fixed Assets	-	98,568.00
	<u>3,585,213.80</u>	<u>3,844,713.33</u>
18 Cost of Material Consumed		
(A) Cleaning Materials Consumed	39,021,428.54	42,818,083.75
(B) Cost of Uniform	12,202,829.28	10,062,489.82
	<u>51,224,257.82</u>	<u>52,880,573.57</u>

For NIS Management Limited


Debajit Choudhury
Managing Director


Rina Choudhury
Joint Managing Director


Souren Maity
Chief Financial Officer


Ramyani Chatterjee
Company Secretary



NOTES TO ACCOUNTS
For the Year ended 31st March 2019

	For the Year ended March 31, 2019	For the Year ended March 31, 2018
19 Employee Cost		
(a) Salaries, Wages & Bonus	96,586,510.00	92,175,653.00
(b) Contribution to Provident Fund & Other Funds	3,427,900.00	3,628,327.00
(c) Leave Encashment	24,666.00	472,369.00
(d) Gratuity	158,743.00	2,257,076.00
	100,197,819.00	98,533,425.00
20 Cost to Contract Labour (Note below)	2,232,994,597.98	2,329,482,707.16
	2,232,994,597.98	2,329,482,707.16

Note :

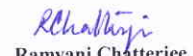
The Expenses comprise payments and benefits to Contract Labours deployed in sites. The retirement benefits including Leave Encashment and Gratuity of these Contract Labours are primarily responsibility of the principal employers, although the same is routed through the books of the company, hence no provision for Leave Encashment and Gratuity was made for these employees.

For NIS Management Limited


Debajit Choudhury
Managing Director


Rina Choudhury
Joint Managing Director


Souren Maity
Chief Financial Officer


Ramyani Chatterjee
Company Secretary



NOTES TO ACCOUNTS
For the Year ended 31st March 2019

	For the Year ended March 31, 2019	For the Year ended March 31, 2018
21 Operation and Other Expenses		
(a) Audit Fees	140,000.00	120,000.00
(b) Advertisement Expenses	217,518.00	1,104,084.00
(c) Rent & Brokerage	6,713,805.00	5,817,341.73
(d) Conveyance	1,998,521.50	2,019,078.00
(e) Directors' Remuneration	15,323,711.49	17,455,311.82
(f) Electricity Charges	2,047,873.96	2,125,385.00
(g) Expenses For Communication	2,237,413.24	3,020,812.59
(h) Fuel & Lubricants	5,188,906.42	4,659,428.10
(i) Miscellaneous Expenses	6,534,638.16	5,503,623.10
(j) Hire Charges	14,271,369.90	11,083,862.50
(k) Insurance Premium	583,984.24	5,905,423.96
(l) Legal & Professional Fees	7,431,921.00	4,214,623.00
(m) License Fees	1,061,152.56	1,398,713.55
(n) Medical and Mediclaim Expenses	1,262,383.00	798,651.64
(o) Postage & Courier	952,935.00	741,715.90
(p) Printing & Stationery	2,677,185.98	1,884,518.00
(q) Profession Tax	5,000.00	15,000.00
(r) Repairing & Maintenance	6,552,169.89	16,295,570.80
(s) Software Service	8,422,200.00	6,097,500.00
(t) Training Fees	74,620.00	5,193,413.00
(u) Tour & Travel	8,985,777.22	4,702,329.38
(v) Vehicle Running Expenses	3,435,353.68	2,849,206.00
	96,118,440.24	103,005,592.07
22 Finance Cost		
(a) Interest - Secured Loan	39,906,964.80	32,767,316.41
(b) Interest - Unsecured Loan	3,376,017.79	2,577,280.35
(c) Bank Charges & Commission	3,401,091.62	6,212,898.89
	46,684,074.21	41,557,495.65

For NIS Management Limited


Debajit Choudhury
Managing Director


Rina Choudhury
Joint Managing Director


Sourin Maity
Chief Financial Officer


Ramyani Chatterjee
Company Secretary



NIS Management Limited

Notes forming part of the financial statements for the period ended March 31st, 2019

		Amount in Rs	
		As at March 31, 2019	As at March 31, 2018
Note 23			
Contingent Liabilities not provided for			
Demands in respect of Service tax [For the year 2005-06 & 2006-07 under CESTAT, Kolkata]		25,554,177	25,554,177
Demands in respect of Income tax and Interest thereon [For the year 2011-12] under ITAT, Kolkata]	951,774	*	951,774
Demands in respect of Income tax and Interest thereon [For the year 2012-13] under Commissioner of Income Tax (Appeal), Kolkata]	789,074	1,740,848	1,109,572
Performance Bank Guarantees given to third parties		81,440,173	122,747,019

Note - 24

Related Party Disclosure.

List of Related Parties:

As per Accounting Standard 18, the disclosures of transactions with the related parties are given below:	
Enterprises over which Key Management Personnel have significant influence.	Stellartrack Technologies Private Limited
	Keertika Education & Associates LLP
	Finteq Enterprises Private Limited
Subsidiaries	NIS Facility Management Services Private Limited
	Keertika Academy Private Limited
	NIS Ace Management Private Limited
Key Managerial Personnel	Debajit Choudhury (Director)
	Rina Choudhury (Director)
	Souren Maity (Chief Financial Officer)
	Ramyan Chatterjee (Company Secretary)

Note - 25

Payment to Auditors (Excluding service tax)

Particulars	Amount in Rs	
	As at March 31, 2019	As at March 31, 2018
As Statutory Auditor	70,000	60,000
As Tax Auditor	70,000	60,000
Other matters	-	-
Total	140,000	120,000

Note - 26

Directors' Remuneration (including Managing Director)

Particulars	Amount in Rs	
	As at March 31, 2019	As at March 31, 2018
Salaries & Allowances	15,323,711	17,455,312
Perquisites	-	-
Contribution to PF	-	-
Provision for Gratuity	-	-
Total	15,323,711	17,455,312



27. In the opinion of Board of Directors, in the ordinary course of business, Current Assets, Loan & Advances have a value on realisation at least equal to the amount at which they are stated.

28. Deferred tax asset being recognised and carried forward only to the extent that there is a virtual certainty that the asset will be realised in future. Deferred Tax Assets of Rs 9,49,089/- recognised during the year.

29. The company has no dues outstanding for more than 30 days to Micro, Small and Medium Enterprise.

30. Earnings and Expenditure in Foreign Currency: NIL.

31. As the company is engaged in service activity, details of quantitative information are not applicable.

Note - 32 Earning Per Share	Amount in Rs	
	As at March 31, 2019	As at March 31, 2018
Particulars		
Profit for computation of basic and diluted EPS	113,749,131	112,901,897
Weighted average number of shares considered for basic EPS (INR 10 par value)	5,380,653	2,600,000
Weighted average number of shares considered for diluted EPS (INR 10 par value)	5,380,653	2,600,000
Basic Earning Per Share	21.14	43.42
Diluted Earnings per Share	21.14	43.42

33. Based on the guiding principle given in Accounting Standard on "Segment Reporting" (AS-17) issued by the Institute of Chartered Accountant of India, the company's primary business segment is security and facility management services. All other activities of the company revolve around the main business. As the company's business activity falls within a single primary business segment, The disclosure requirements of AS 17 in this regard are not applicable

34. As per Section 135 of the Companies Act 2013, a company, meeting the applicability threshold, needs to spend at least 2% of its average net profit for the immediately preceding three financial years on Corporate Social Responsibility(CSR) activities. However company could not spend anything in the FY 18-19.

35. During the year ended March 31, 2019, the Company accrued and provided for, and created a liability for, an amount of INR 1,58,743 towards gratuity and an amount of INR 24,666 towards leave as at March 31, 2019. Thus, the effective charge for the year ended March 31, 2019 towards the liabilities for gratuity and leave encashment was INR 1,58,743/- and INR 24,666/- respectively.

Liability for Employee benefit expenses has been determined by an actuary appointed for the purpose in conformity with the principles set out in the Accounting Standard 15 (revised) the details of which are hereunder:

a) Changes in Present Value of Obligations as on 31.03.2019

Employees Liability on account of Gratuity has been provided based on actuarial valuation.

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2019	For the year ended 31st March 2018	For the year ended 31st March 2019	For the year ended 31st March 2018
Benefit obligation at the beginning of year	4,434,355	2,065,554	401,646	380,759
Current Service Cost	524,503	526,678	51,452	124,287
Interest Cost	343,663	160,080	31,128	29,509
Actuarial (gain) / Loss	(438,170)	1,719,969	(57,914)	318,573
Benefits paid	(167,971)	-	(42,980)	(380,759)
Defined Benefit obligation at year end	4,696,380	4,472,281	383,332	472,369

b) Reconciliation of opening and closing balances of fair value of Plan Assets

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2019	For the year ended 31st March 2018	For the year ended 31st March 2019	For the year ended 31st March 2018
Fair value of Plan Assets at the beginning of the period	2,483,948	1,813,953		



Expected Return On Plan Asset	192,506	140,581		
Actuarial Gain/Losses	78,747	9,070		
Contribution by Employer	1,903,456	403,443		
Benefits paid	(167,971)	-		
Fair value of Plan Assets at the closing of the period	4,490,686	2,367,047	-	-

c) The amounts to be recognised in the balance sheet

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2019	For the year ended 31st March 2018	For the year ended 31st March 2019	For the year ended 31st March 2018
Present Value of obligations at the beginning of the year				-
Present value of the obligation at the end of the period	4,696,380	4,472,281	383,332	472,369
Fair value of plan assets at end of period	4,490,686	2,367,047		-
Funded Status	(205,694)	(2,105,234)	(383,332)	(472,369)
Net (liability)/asset recognized in Balance Sheet and related analysis	(205,694)	(2,105,234)	383,332	472,369

d) Expenses recognised in the statement of profit & loss

Particulars	Gratuity(Rs)		Compensated Absences (Rs.)	
	For the year ended 31st March 2019	For the year ended 31st March 2018	For the year ended 31st March 2019	For the year ended 31st March 2018
Current Service Cost	524,503	526,678	51,452	124,287
Interest Cost	343,663	160,080	31,128	29,509
Expected return on plan Assets	(192,506)	(140,581)	-	-
Net Actuarial (gain)/loss recognised in the year	(516,917)	1,710,899	(57,914)	318,573
Expenses recognized in the Statement of Profit and Loss	158,743	2,257,076	24,666	472,369

e) Principal actuarial assumptions

Particulars	31.03.2019	31.03.2018
Mortality Table	IALM 2006-08 Ultimate	IALM 2006-08 Ultimate
Superannuation Age	58 years	58 years
Early retirement & disablement	1/30 * Salary * Number of Service Year.	1/30 * Salary * Number of Service Year.
Discount Rate	7.75%	7.00%
Inflation Rate	5.00%	5.00%
Withdrawal rate (Per Annum)	5% p.a	5% p.a
Return in Asset	0	0
Remaining Working Life	18 years	18 years
Formula used	Projected unit credit method	Projected unit credit method

36. Previous year figures have been regrouped / reclassified, wherever necessary to conform to the current year's presentation.

For DATTARROY & ASSOCIATES

Firm Registration No. 323778E

Chartered Accountants

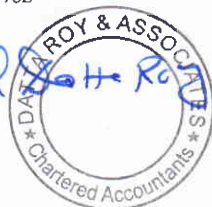
Indranil Dattaroy

Proprietor.

Membership No. 54772

Place - Kolkata

Date - July 17, 2019



For and on behalf of the Board of Directors of
NIS Management Limited

Debajit Choudhury
Managing Director
DIN No: 00932489

Souren Maity
Chief Financial Officer

Rina Choudhury
Joint Managing Director
DIN No: 00881320

Ramayani Chatterjee
Company Secretary

FORM NO. 3CA**[See rule 6G(1)(a)]**

Audit report under section 44AB of the Income-tax Act, 1961 in a case where the accounts of the business or profession of a person have been audited under any other law

1. **We** report that the statutory audit of **NIS MANAGEMENT LIMITED 1ST FLOOR FI-1A(W) 489, MADURDAHA KALIK APUR-700107 WEST BENGAL , , KOLKATA , WEST BENGAL , 700107 AACCN2982P** was conducted by **Us DATTA ROY & ASSOCIATES** in pursuance of the provisions of the **COMPANIES** Act, and **We** annex here to a copy of **Our** audit report dated **17/07/2019** along with a copy each of

- (a) the audited **Profit and loss account** for the period beginning from **01/04/2018** to ending on **31/03/2019**
(b) the audited balance sheet as at, **31/03/2019** ; and
(c) documents declared by the said act to be part of, or annexed to, the **Profit and loss account** and balance sheet.

2. The statement of particulars required to be furnished under section 44AB is annexed herewith in Form No. 3CD.

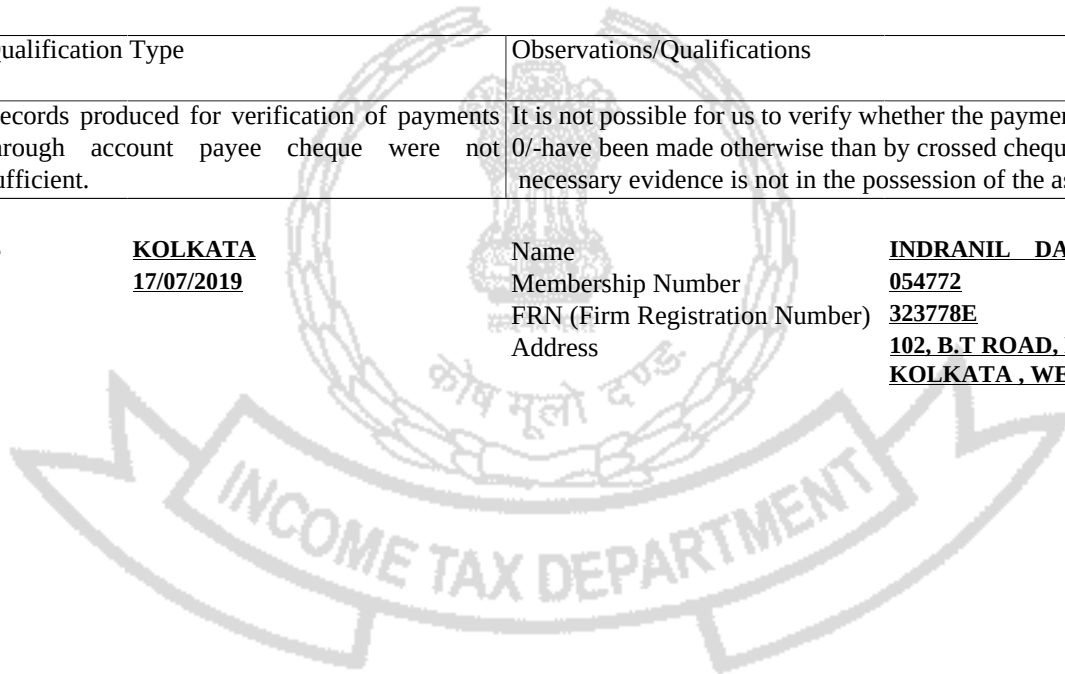
3. In **Our** opinion and to the best of **Our** information and according to examination of books of account including other relevant documents and explanations given to **Us** the particulars given in the said Form No. 3CD and the Annexure thereto are true and correct subject to the following observations/qualifications, if any.

Where any of the requirement in the Form is answered in the Negative or with qualification, give reasons therefor

Sl No.	Qualification Type	Observations/Qualifications
1	Records produced for verification of payments through account payee cheque were not sufficient.	It is not possible for us to verify whether the payments in excess of Rs. 10,000/- have been made otherwise than by crossed cheque or by bank draft, as the necessary evidence is not in the possession of the assessee.

Place **KOLKATA**
Date **17/07/2019**

Name **INDRANIL DATTA ROY**
Membership Number **054772**
FRN (Firm Registration Number) **323778E**
Address **102, B.T ROAD, B-8/8 UTTARAYAN , , KOLKATA , WEST BENGAL , 700108**



FORM NO. 3CD

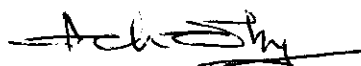
[See rule 6G(2)]

Statement of particulars required to be furnished under section 44AB of the Income-tax Act, 1961

1	Name of the assessee		NIS MANAGEMENT LIMITED			
2	Address		1ST FLOOR FI-1A(W) 489, MADURDAHA KALIKAPUR-700 107 WEST BENGAL , , KOLKATA , WEST BENGAL , 700107			
3	Permanent Account Number (PAN)		AACCN2982P			
4	Whether the assessee is liable to pay indirect tax like excise duty, service tax, sales tax, goods and services tax, customs duty, etc. if yes, please furnish the registration number or, GST number or any other identification number allotted for the same		Yes			
5	Sl No.	Type	Registration Number			
	1	Service Tax	AACCN2982PST001			
	2	Sales TAX/VAT WEST BENGAL	19629026022			
	3	Goods and Services tax WEST BENGAL	19AACCN2982P2ZP			
	4	Goods and Services tax KARNATAKA	29AACCN2982P1ZP			
	5	Goods and Services tax ORISSA	21AACCN2982P1Z5			
	6	Goods and Services tax BIHAR	10AACCN2982P1Z8			
	7	Goods and Services tax ASSAM	18AACCN2982P1ZS			
	8	Goods and Services tax DELHI	07AACCN2982P1ZV			
	9	Goods and Services tax CHHATISHGARH	22AACCN2982P1Z3			
	10	Goods and Services tax GUJARAT	24AACCN2982P1ZZ			
	11	Goods and Services tax HARYANA	06AACCN2982P1ZX			
	12	Goods and Services tax JHARKHAND	20AACCN2982P1Z7			
	13	Goods and Services tax MAHARASHTRA	27AACCN2982P1ZT			
	14	Goods and Services tax MEGHALAYA	17AACCN2982P1ZU			
	15	Goods and Services tax TELANGANA	36AACCN2982P1ZU			
	16	Goods and Services tax UTTAR PRADESH	09AACCN2982P1ZR			
	17	Goods and Services tax RAJASTHAN	08AACCN2982P1ZT			
	18	Goods and Services tax ANDHRA PRADESH	37AACCN2982P1ZS			
	19	Goods and Services tax WEST BENGAL	19AACCN2982P3ZO			
5	Status		Company			
6	Previous year from		01/04/2018 to 31/03/2019			
7	Assessment Year		2019-20			
8	Indicate the relevant clause of section 44AB under which the audit has been conducted					
	Sl No.	Relevant clause of section 44AB under which the audit has been conducted				
	1	Clause 44AB(a)-Total sales/turnover/gross receipts of business exceeding specified limits				
9	a	If firm or Association of Persons, indicate names of partners/members and their profit sharing ratios. In case of AOP, whether shares of members are indeterminate or unknown ?				
	S.No.	Name			Profit Sharing Ratio (%)	
	1					
9	b	If there is any change in the partners or members or in their profit sharing ratio since the last date of the preceding year, the particulars of such change.				
	S.No.	Date of change	Name of Partner/Member	Type of change	Old profit sharing ratio	New profit Sharing Ratio
10	a	Nature of business or profession (if more than one business or profession is carried on during the previous year, nature of every business or profession).				
	S.No.	Sector		Sub Sector		Code
	1	OTHER SERVICES		Other services n.e.c.		21008
10	b	If there is any change in the nature of business or profession, the particulars of such change				
	S.No.	Business	Sector	SubSector		Code
11	a	Whether books of accounts are prescribed under section 44AA, if yes, list of books so prescribed				
	S.No.	Books prescribed				
	1	CASH BOOK, BANK BOOK, LEDGER, JOURNAL, DEBTORS LEDGER, CREDITORS LEDGER				
11	b	List of books of account maintained and the address at which the books of accounts are kept. (In case books of account are maintained in a computer system, mention the books of account generated by such computer system. If the books of accounts are not kept at one location, please furnish the addresses of locations along with the details of books of accounts maintained at each location.) Same as 11(a) above				

NIS MANAGEMENT LIMITED
REGD. OFF.: 489 MADURDAH, KALIKAPUR, KOLKATA- 700107
CIN: U74110WB2006PLC108679
PROVISIONAL BALANCE SHEET

	Audited (March 31, 2019)		Provisional (March 31, 2020)	
I EQUITY & LIABILITIES				
1 SHAREHOLDERS' FUNDS				
(a) Share Capital	7,27,79,280.00		7,27,79,280.00	
(b) Reserve and Surplus	54,48,21,279.88	61,76,00,559.88	66,09,26,516.59	73,37,05,796.59
2 NON-CURRENT LIABILITIES				
(a) Long-term borrowings		1,94,51,678.79		2,00,90,594.25
3 CURRENT LIABILITIES				
(a) Short-term borrowings	45,53,43,364.50		43,18,42,359.12	
(b) Trade payables				
(i) Micro, Small and Medium Enterprises				
(ii) Others	1,04,28,746.18		1,20,56,082.00	
(c) Other Current Liabilities	12,59,42,629.96		11,74,09,457.00	
(d) Short-term provisions	21,40,93,519.50	80,58,08,260.14	15,85,67,423.00	71,98,75,321.12
TOTAL		1,44,28,60,498.81		1,47,36,71,711.96
II ASSETS				
1 NON-CURRENT ASSETS				
(a) Property, Plant & Equipment				
(i) Tangible Assets	10,72,06,058.20			
(ii) Intangible Assets	12,11,160.00	10,84,17,218.20		10,97,93,858.68
(b) Non-current Investments		9,84,89,396.00		9,84,89,396.00
(c) Deferred Tax Assets (net)		16,15,326.49		26,72,112.49
2 CURRENT ASSETS				
(a) Investments	1,10,00,000.00		1,10,00,000.00	
(b) Trade receivables	81,06,46,262.40		86,14,05,056.30	
(c) Cash & Bank balances	10,71,92,105.22		10,45,35,753.99	
(d) Short-term loans & advances	27,13,29,881.87		25,56,78,392.00	
(e) Other Current assets	3,41,70,308.63	1,23,43,38,558.12	3,00,97,142.50	1,26,27,16,344.79
TOTAL		1,44,28,60,498.81		1,47,36,71,711.96



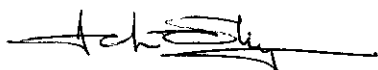
Debajit Choudhury
Managing Director
[DIN: 00932489]



Rina Choudhury
Joint Managing Director
[DIN: 00881320]

NIS MANAGEMENT LIMITED
 REGD. OFF.: 489 MADURDAHA, KALIKAPUR, KOLKATA- 700107
 CIN: U74110WB2006PLC108679
STATEMENT OF PROVISIONAL PROFIT AND LOSS

	Audited (March 31, 2019)	Provisional (March 31, 2020)
I REVENUE FROM OPERATIONS	2,70,55,17,038.32	2,75,01,49,012.00
II OTHER INCOME	35,85,213.80	47,26,054.75
III TOTAL REVENUE	2,70,91,02,252.12	2,75,48,75,066.75
IV EXPENSES		
(a) Cost of Material consumed	5,12,24,257.82	5,14,27,786.52
(b) Employee Costs	10,01,97,819.00	9,87,30,349.53
(c) Cost to Contract Labour	2,23,29,94,597.98	2,27,05,23,024.31
(d) Operation and Other Expenses	9,61,18,440.24	9,68,05,245.22
(e) Finance Cost	4,66,84,074.21	5,19,56,815.00
(f) Depreciation and amortisation expense	1,17,72,910.00	1,19,30,940.25
TOTAL EXPENSES	2,53,89,92,099.25	2,58,13,74,160.83
V PROFIT BEFORE EXCEPTIONAL AND EXTRAORDINARY ITEMS AND TAXES	17,01,10,152.87	17,35,00,905.92
VI EXCEPTIONAL ITEMS		
VII PROFIT BEFORE AND EXTRAORDINARY ITEMS AND TAXES	17,01,10,152.87	17,35,00,905.92
VIII EXTRAORDINARY ITEMS		
IX PROFIT BEFORE TAX	17,01,10,152.87	17,35,00,905.92
X TAX EXPENSES		
(a) Current Tax	5,73,10,110.50	5,84,52,455.20
(b) Deferred Tax	(9,49,088.53)	(10,56,786.00)
XI PROFIT AFTER TAX	11,37,49,130.90	11,61,05,236.71


Debajit Choudhury
 Managing Director
 [DIN: 00932489]


Rina Choudhury
 Joint Managing Director
 [DIN: 00881320]



DATTA ROY & ASSOCIATES, Chartered Accountants
102 B T ROAD, B 8/8 UTTARAYAN KOLKATA 700108
TEL 09339794906 Office 2531 0125
EMAIL: indranildattaroy@yahoo.co.in; indranil_dat@sify.com

TO WHOM IT MAY CONCERN

I have verified the audited financial statement of M/s NIS Management Limited ("the Company") having its registered office at 1st Floor, Fl-1A(W), 489 Madurdaha, Kalikapur, Kolkata- 700107 for the financial years ended 31st March, 2015, 31st March, 2016, 31st March, 2017, 31st March, 2018 and 31st March, 2019 and hereby certify that the Revenue from Operations of the Company for these financial years as per the audited financial statements are as follows:

Financial Years	Total Revenue from Operations (Rs. In Lakhs)
2014-15	Rs. 15,001.37/-
2015-16	Rs. 18,373.90/-
2016-17	Rs. 24,354.79/-
2017-18	Rs. 28,014.34/-
2018-19	Rs. 27,055.17/-

Thanking you,
For **DATTA ROY & ASSOCIATES**
Chartered Accountants
Firm Registration No.: 323778E

Indranil Datta Roy



Indranil Datta Roy, FCA, DISA
Proprietor
Membership Number 054772
UDIN: 20054772 AAAAAAN4160

Date: 22nd January, 2020
Place: Kolkata



पश्चिम बंगाल WEST BENGAL

Affidavit for NON-Blacklisting

1. I, Mrs. Rina Choudhury, age 50 Years, w/o Shri Debajit Choudhury signatory of the NIS Management Limited, mentioned above, is competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. My agency has not been blacklisted / debarred from participating in the tender of any Ministry/Department of Government of India, PSU and Government of India undertaking in the last Three Years from publication of this tender.
4. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
5. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

NIS Management Limited

Dated this, the 18th day of August 2020.

Rina Choudhury or

✓ Mrs. Rina Choudhury
DEPONENT

Place: Kolkata

Date: 18.08.2020

Solemnly Affirmed &
Declared before me
on identification of L.D. Advocate
ANKIL SRIVASTAVA
Notary, Govt. of India
Regd. No. 8087/10

Identified by me

Ankur Kumar Sin

Advocate

19 AUG 2020



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



AFFIDAVIT

I, Mrs. Rina Choudhury aged 50 years, W/o Shri Debajit Choudhury Director of NIS Management Limited do hereby solemnly affirm and state as follows.

I am competent to swear this affidavit on behalf of NIS Management Limited
I state that, in the event of work is awarded to our agency; the wages to be paid to the workers engaged shall not be less than the minimum wages determined by appropriate Govt. Authority from time to time.

Dated this, the 17th Day of August 2020

NIS Management Limited

Rina Choudhury
Director

Mrs. Rina Choudhury
DEPONENT
Identified by me

Solemnly Affirmed &
Declared Before me
on Identification of L.D. Advocate
MUKUL SRIVASTAVA
Notary, Govt. of India
Regd. No. 8037/10

Advocate

19 AUG 2020

ANNEXURE-1

ACCEPTANCE LETTER

To

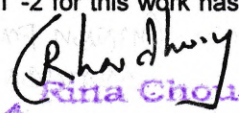
Airport Director
LGBI Airport, Guwahati
Assam
Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work "Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam" have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of Airport Director . Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accepts the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of clauses of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the **EMD**.
4. 'That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. The required earnest money as specified in clause no. 14 at page no. 2 NIT -2 for this work has also been submitted.

Yours Faithfully

Date: 18.08.2020


Rina Choudhury
Director
NIS Management Limited
1st Floor, F1-1A(W), 489 Madurdaha
Kalikapur, Kolkata-700107 W.B.
(Signature of the tenderer)

GCC 67

TENDER DECLARATION

I/We have read and examined the notice inviting tender, schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rates & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Airports Authority of India within the time specified in Schedule and in accordance in all respects with the Rules and Directions Conditions of contract and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

A sum of Rs. 57,169.00 (Fifty Seven Thousand One Hundred Sixty Nine Only) is hereby forwarded inform of ~~receipt of a fixed deposit receipt /demand draft/ Bank Guarantee (where applicable)~~, of a Nationalised or any scheduled bank (but not from co-operative or gramin bank) as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/ we fail to commence work as specified, I/we agree that A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 10.1 10.2 of General Rules & Direction of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date: 18.08.2020

Witness: A. Paul

Address: Green Park
Occupation: Service

Signatures of Contractor
NIS Management Limited
1st Floor, F1-1A(W), 489 Maduraha
Postal Address Kolkata-700107 W.B.

Rina Choudhury
Director

AIRPORTS AUTHORITY OF INDIA

DEPARTMENT OF OPERATIONS

TENDER ID-2020_AAI_53993_1

TENDER DOCUMENT

FOR

**Mechanized Environmental Support Services
(Up-Keeping) Of Ancillary Building at LGBI
Airport, Guwahati, Assam**

I N D E X

Name of Work:- Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam.

S. No.	Description	Page No.	
		From	To
1	Notice Inviting e- Tender	3	7
2	Check list format to be submitted by applicants along with tender application	8	9
3	Notice Inviting Tender	10	17
4	General Conditions of Contract	18	104
5	Special Conditions of Contract	105	160
6	BOQ	161	162

This Notice Inviting e-Tender Document Contains 162 Pages serially numbered including index & cover page.

Sd/-
Airport Director

AIRPORTS AUTHORITY OF INDIA

NOTICE INVITING e-TENDER

1. Item rate tenders are invited through the e-tendering portal <https://etenders.gov.in/eprocure/app> by Airport Director, AAI LGBI Airport Guwahati on behalf of Chairman, AAI, from registered Firms / Companies / specialized agencies / Contractors having experience, for the work of “**Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam**” at an estimated cost of Rs. 28,58,429.00 (Rupees Twenty Eight Lac Fifty Eight Thousand Four Hundred and Twenty Nine only) excluding EPF, ESI, Bonus and GST with period of completion One (01) years and extendable upto Three (03) years subject to satisfactory performance.

The tendering process is online at e-portal URL address <https://etenders.gov.in/eprocure/app> or www.aai.aero Aspiring bidders may go through the tender document by login the CPP Portal.

Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Guidelines for bidders", register themselves at AAI e-tendering portal, obtain 'User ID' & 'Password' and go through the 'Self Help Files' available in the Home Page after log in to the portal <https://etenders.gov.in/eprocure/app> or www.aai.aero They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days time. The tenderer may also take guidance from AAI Help Desk Support.

For any technical assistance with regard to functioning of CPP Portal the bidder may contact to following AAI help desk number between 08.00 hrs to 19.00hrs: 011-24632950, Ext: 3512, 3505 & 3523; E.Mail address: eprochelp@aai.aero; sanjeevkumar@aai.aero

Tender fees of Rs 1120/- (Tender fee of Rs 1000 + GST of Rs 120/-) non-refundable will be required to be paid by way of offline in the form of Demand Draft / Bankers cheque from Nationalized or scheduled bank (but not from co-operative or Gramin Bank). Last date and time of submission of tender documents is as per **Critical Dates**.

EMD of the value Rs 57,169.00 (Rupees Fifty Seven Thousand One Hundred and Sixty Nine Only) shall be accepted offline in the form of Demand Draft from Nationalized or scheduled bank (but not from co-operative or Gramin Bank).

The original Demand Draft/ any other accepted instruments against tender fee & EMD should be **Speed Post** to the concerned officials as specified in the tender document. The details of Demand Draft physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

2. Following two envelopes shall be submitted through on-line at e-portal by the bidder. Last date and time of submission of bids (Envelope I & II) is as per **Critical Dates**.

Envelope-I: - Technical Bid (Containing the following documents) :-

The tenderer shall submit their application on e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents and firm's bio-data in support of meeting each criteria mentioned below. Hard copy of application shall not be entertained.

Qualifying requirements of contractor / firms:

- i) Agency specialized in the similar nature of work and registered with Registrar of Companies / Firms / Central Govt. / State Govt. as the case may be and having Permanent Account Number.
- ii) The Bidder should have experience of similar works (*definition of similar works as below*) during the last seven years ending on 31/06/2020. The bidder has to submit the relevant **work experience certificates** to the tune of 03 works each of Rs. 11,43,372.00 (or) 02 works each of Rs. 14,29,215.00 (or) 01 work of Rs. 22,86,743.00 value in last 07 years.

Similar works mean – Mechanized cleaning of airport terminals, non-residential corporate office buildings / Cyber city, MNC Buildings, shopping malls / complex, Five Star Hotels/ Corporate Hospitals/ metro rail premises etc.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work. Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.

- iii) Should have annualized average financial turnover of Rs. 8,57,529.00 (Rupees Eight Lakh Fifty Seven Thousand Five Hundred and Twenty Nine Only) against works executed during last three years ending **31st March** of the previous financial year. As a proof, CA attested copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- iv) Scanned copy of the Earnest Money Deposit value Rs 57,169.00 (Rupees Fifty Seven Thousand One Hundred and Sixty Nine Only)
- v) Scanned copy of Unconditional Acceptance of the AAI's Tender Conditions, Affidavit on Stamp paper of Rs100/- for non- black listing of contractor and Affidavit on Stamp paper of appropriate value for non- black listing of contractor.

Envelope II: - Financial e- Bid

The Financial e- Bid shall be submitted in "Items" section of e-tendering portal. Unconditional rebate i.e. header discount (%) if any is to be put in "Bid Invitation Information Price Component" section only

3. Bid Opening process is as below:

Envelope I containing scanned copies of the following documents

- i. Registration Certificate of the Company
- ii. Proof of the Tender fees
- iii. Attested copy of experience certificates for completed work / ongoing work issued by the organization where work has been performed shall be acceptable.
- iv. PAN Card Details

- v. Goods and Services Tax No.(GSTN)
- vi. PF registration No.
- vii. ESI registration No.
- viii. Authorization Letter / Power of Attorney (if applicable)
- ix. Affidavit for Minimum wages
- x. EMD
- xi. Digitally signed tender document.
- xii. Turn Over Certificate.
- xiii. Balance Sheet showing Profit & Loss for the last three years.
- xiv. Scanned Copy of the EMD.
- xv. Affidavit for Non Blacklisting. (GCC 68)
- xvi. Scanned Copy of the Unconditional Acceptance of the AAI Contract Conditions

Hard Copy Submission

Original EMD and Tender processing fee shall be accepted offline only in the form of Demand Draft Drawn in favour of “Airports Authority of India” payable at Guwahati from a nationalized or any scheduled bank (but not from co-operative or Gramin bank).

Original DD against EMD, Tender processing fee, Hard copy of signed Un-conditional acceptance of AAI's Tender Conditions, Affidavit regarding minimum wages & Affidavit for Non Blacklisting to be send to the Airport director, Airports Authority of India, LGBI Airport, Guwahati, Assam and should reach to Airport Director before the date and time mentioned in CRITICAL DATA SHEET. Tender of the tenderer whose EMD, Tender processing fee, Hard copy of signed Un-conditional acceptance of AAI's Tender Conditions, Affidavit regarding minimum wages & Affidavit for Non Blacklisting are not received, per **Critical Dates** then their tender will be summarily rejected. Any postal delay will not be entertained.

Documents for the technical bid (up loaded by the contractor / firms) shall be opened as per **Critical Dates** the intimation regarding acceptance / rejection of their bids will be intimated to the contractor/s firms through e-tendering portal.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope – I , he will be asked to provide it through short fall folder in CPPP e-tender portal. The bidder shall upload the requisite clarification / documents within specified time by AAI, failing which the tender will be liable to be rejected.

Envelope II: - The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened as per **Critical Dates**. (Depending on Technical Bid evaluation any changes in the date shall be intimated through CPP portal).

The financial e-bid through CPP Portal:-

Bids are invited for the “**Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam**” on the basis of monthly rate which will be paid by the Authority as per the terms and conditions set out in the tender Document. All rates shall be quoted in the format provided and no other format is acceptable.

Rate to be quoted by the bidders should be exclusive of GST, Employer's PF, ESI & Bonus component.

The price bid has been given as a standard BOQ format with the tender document; the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

CRITICAL DATES:

S.No	Activity	Date	Time in IST
1	Bid Publishing Date	29-Jul-2020	
2	Bid Document Download/sale start Date & Time	29-Jul-2020	1855 hrs
3	Submission of pre-bid queries by bidders through e-portal Clarification Start Date & Time	29-Jul-2020	1855 hrs
4	Last date for submission of pre-bid queries by bidders through e-portal Clarification	12-Aug-2020	1700 hrs
5	Last date for submission of clarifications by AAI to the bidders queries	18-Aug-2020	1700 hrs
6	Last date for Sale of Tender Document through payment gate-way of e- portal	24-Aug-2020	1730 hrs
7	Last date for submission online submission of bids envelopes I & II on e-portal	24-Aug-2020	1730 hrs
8	Last date & time for Hard Copy Submission	31-Aug-2020	1100 hrs
9	Opening of envelope- I	31-Aug-2020	1500 hrs
10	Opening of Envelope II	Shall be intimated later to the qualified bidders through CPP Portal	

4. AAI reserves the right to accept or reject any or all applications without assigning any reason. AAI also reserves the right to call off the process of tendering at any stage without assigning any reason.
5. The Bidder meeting the minimum eligibility criteria and with lowest bid Prices (L1) shall be deemed as the successful Bidder and shall be considered for further process. In the event that two or more Bidders meeting the minimum eligibility criteria and quoting the same lowest bid Prices (the "Tie Bidder"), the Authority shall identify the selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
6. AAI reserves the right to disallow issue of tender documents to working agencies whose performance at ongoing works / project(s) is below par or unusually poor. And has been issued letter to restart/ temporary /permanent debar by any department of AAI. AAI reserve the right to verify the credentials submitted by the applicant submitted by the agency at any stage (before or after the award of the work) If at any stage, any information / documents submitted by the applicant is found to be false, or have some discrepancy which disqualifies the firm then AAI shall take following action:

- i) Forfeit the entire amount of EMD submitted by the firm.
- ii) The agency shall be liable for debarment from the tendering in AAI, apart from any other appropriate contractual / legal action.

Airport Director
Airports Authority of India,
LGBI Airport

Annexure B

CHECK LIST FORMAT TO BE SUBMITTED BY APPLICANTS ALONG WITH TENDER APPLICATION

Name of work: Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam.

S N	NIT Parameter	Particulars of firm/contractor
1	Name and address of the firm/contractor, Email Address & Telephone No.	
2	Self attested copy of PAN no of the firm.	(Documents enclosed herewith at appendix ----)
3	Self Attested copy of Contractor's registration / proof as Specialized Agencies / Contractors in Mechanised cleaning & sweeping	(Documents enclosed herewith at appendix - ----)
4	The Bidder should have experience of similar works (<i>definition of similar works as below</i>) during the last seven years ending on 31/06/2020. The bidder has to submit the relevant work experience certificates to the tune of 03 works each of Rs. 11,43,372.00 (or) 02 works each of Rs. 14,29,215.00 (or) 01 work of Rs. 22,86,743.00 value in last 07 years. Similar works mean – Mechanized cleaning of airport terminals, non-residential corporate office buildings / Cyber city, MNC Buildings, shopping malls / complex, Five Star Hotels/ Corporate Hospitals/ metro rail premises etc. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work	(Documents enclosed herewith at appendix - ----)
5	Self-attested Copies of Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work.	(Documents enclosed herewith at appendix - ----)
6	Self-attested copy of TDS certificates certified non-Government/Non PSU organization should be submitted for the work executed for non-Government/Non PSU organization commensurate with the amount of work completed (each work should have separate TDS index sheet on top of TDS certificates).	(Documents enclosed herewith at appendix - ----)
7	Should have annualized average financial turnover of Rs 8,57,529.00 against works executed during last three years ending 31st March of the previous financial year.	(Documents enclosed herewith at appendix - ----)

8	Self-attested copy of Abridged Balance Sheet of the firm shall be submitted along with the application. Firm showing continuous losses for the last three years in the balance sheet shall be rejected.	(Documents enclosed herewith at appendix - ----)
9	Affidavit for Non Blacklisting	(Documents enclosed herewith at appendix - ----)
10	Affidavit for Minimum Wages	(Documents enclosed herewith at appendix - ----)
11	UNCONDITIONAL ACCEPTANCE	(Documents enclosed herewith at appendix - ----)
12	Digitally Signed Tender Document	(Documents enclosed herewith at appendix - ----)
13	GST Undertaking	(Documents enclosed herewith at appendix - ----)
14	Power of Attorney or Authorization (if Applicable)	(Documents enclosed herewith at appendix - ----)
15	PF Registration No.	(Documents enclosed herewith at appendix - ----)
16	ESIC Registration No.	(Documents enclosed herewith at appendix - ----)
17	Details of Tender Fee	(Documents enclosed herewith at appendix - ----)
18	Details of EMD	(Documents enclosed herewith at appendix - ----)

AIRPORTS AUTHORITY OF INDIA
NOTICE INVITING TENDER

1. Sealed item rate Tenders are invited on behalf of the Airports Authority of India for the work as mentioned at **Page No. 65 of GCC**. The estimated cost of the work is mentioned at **Page No. 65 of GCC**.
2. The Tenders shall be in the prescribed Form.
3. The works are required to be completed within the period as mentioned at **Page No.65 of GCC**.
4. Not more than one Tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
5. The Accepting Authority as mentioned at **Page No.65 of GCC** shall be the Accepting Officer hereinafter, referred to as such for the purpose of this contract.
6. Applications for issue of Tender documents shall be submitted to the Accepting Authority so as to reach his office not later than the dates as mentioned.
7. Tender document can be downloaded from the CPP e-tendering portal. Tender fee of Rs. 1120/- (i/c GST of Rs. 120/-) is to be paid through CPP E-tendering portal/Offline (If applicable).
8. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the work (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of T & P, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labours etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

9. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so. Such power of attorney to be uploaded with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
10. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions local conditions, local material rates and other factors bearing on the execution of the works.
11. All rates shall be quoted in item section on E-Tender portal as Envelope II (Price Bid).
12. In the case of item rate Tenders only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected.
13. As this tender is an Item rate Tender, rates for all items quoted shall only be considered. Any tender containing percentage below / above the total estimated cost is liable to be rejected. Tenderers which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected.
14. EMD of the value of as given in page 65 of Schedule-A of the tender (GCC) shall be accepted ~~online through the CPP E-Tender portal~~ /offline in form of DD.

For the earnest money deposit (EMD) submitted through Bank Guarantee (BG)(if applicable) of value as stipulated in the GCC a scanned copy shall be submitted in "Eligibility Bid Folder or Tech Bid Folder" as the case may be in relevant section on the e-tendering portal. In this scenario the original BG is required to be submitted to the Bid Manager within 48 hours (2 Working Days) of Opening of the Bid (First Envelop for 2 or 3 bid system).

Note: EMD in the form of Cash or any other form shall not be accepted. Vendors shall also note that they are not required to contact any AAI employee or submit any documentary evidence of submission of EMD via Bank Transfer in the form of RTGS/NEFT to any AAI employee during the process of the tender. In no scenario the vendors are required to submit /contact any AAI employee for physical submission of any documents before opening of the Bids.

The Tenders of the bidders who fail to submit the original BG towards EMD before the stipulated time shall be rejected outright.

Refund of EMD

EMD of unsuccessful bidders received through bank transfer mode (RTGS / NEFT) shall be refunded online through the same mode (BT) only and it shall be refunded in the Bank Account whose details are provided on the portal at the time of submission of the tender. EMD of unsuccessful bidders received through bank guarantee shall be refunded by post on the address as provided by bidder in e portal. The refund of EMD to bidders who fail to qualify the eligibility / technical stage shall be initiated automatically within 7 days of their rejection. For all bidders whose financial bids are opened the refund of EMD except for L I bidder shall be processed within 7 days of opening of the financial bid.

15. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
16. A **responsive bidder** is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents.
17. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.
18. On acceptance of Tender earnest money will be treated as part of the security deposit.
19. Airports Authority of India will return the earnest money where applicable to every unsuccessful Tenderer except as provided in the Tender documents.
20. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
21. The Tenderer shall not be permitted to tender for works in Airports Authority of India responsible for award and execution of contracts, in which his near relative is posted as Manager or Sr. Officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years.
22. The contractors shall give a list of AAI employees related to him.

23. No officer of Executive / Gazetted rank or other Executive / Gazetted Officer employed in any Department of Airports Authority of India / Govt. of India is allowed to work as a contractor for a period of two years retirement from Airports Authority of India / Government service, without the previous permission of Airports of India / Govt. of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Airports Authority of India / Govt. of India as aforesaid before submission of the Tender or engagement in the contractor's service.
24. The Tender for works shall remain open for acceptance for a period of ninety days from the date of opening of Tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
25. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorised representative shall be communicated to the Airport Director or his authorised representative.
26. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
 - a) Forfeit the **entire amount of EMD** submitted the firm.
 - b) Debar the firm for a period to be decided by the committee duly constituted by the competent authority for this purpose.
27. All tendered rates shall be excluding of GST payable under respective statutes. However, pursuant to the Constitution (46th Amendment Act. 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor there upon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Airport Director or his authorised representative (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. **(Clause may be amended as per new guidelines on GST)**
 - a) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Airports Authority of India and / or Airport Director or his authorised representative and further shall furnish such other information/document as the Airport Director or his authorised representative may require from time to time.

- b) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th amendment) Act 1982, give a written notice thereof to the Airport Director or his authorised representative that the same is given pursuant to this condition, together with all necessary information relating thereto.

28. The site for the work is available.

29. This notice of Tender shall form part of the contract documents. The successful Tenderer / contractor, on acceptance of his Tender by the Accepting Authority, shall within 15 days from the date of award of work sign the contract consisting of Notice inviting Tenders, General conditions of contract, special / additional condition, General and particular specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

30. **PURCHASE PREFERENCE TO PUBLIC ENTERPRISES**

The Accepting Authority reserves to himself the right to allow to the public enterprises purchase preference facilities as admissible under the existing policy on the date of opening of tender.

31. The AAI reserves the right to ask for submission of sample in respect of material for which the tenderer has quoted his rates before the tender can be considered for acceptance. If the tenderer who is called upon to do so does not submit samples within 7 (Seven) days of written order to do so, AAI shall be at liberty to forfeit 50% of the said earnest money absolutely and reject the tender.

32. **SUBMISSION OF BANK GUARANTEE**

The agency shall advise the branch of the bank issuing bank guarantee to send the original Bank guarantee directly to the Airports Authority of India (AAI) under Registered Post (A.D). However, in exceptional cases, where the guarantee is to be handed over by agency to the AAI for any genuine reasons, the branch shall immediately send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to the AAI with a covering letter with request to compare the same with the original received from their customer and confirm that it is in order. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional / Controlling Branch of the issuing Branch in a suitable space in the Bank Guarantee. The A.D card shall be kept with relevant guarantee.

The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the concerned Bank Branch, for confirmation of having issued the guarantee, Branches must send the confirmation letter to the concerned authorities promptly without fail.

33. GST Compliance.

- a) The tender rates quoted by the contractor shall be exclusive of GST.
- b) The tender rates quoted should be inclusive of any taxes, duties, cess , fee and charges levied under any statute except GST.
- c) GST shall be paid to bidder for any taxable supply/services against a valid Tax invoice.
- d) An undertaking as per the performa given in Annexure A-1 shall be submitted by the bidder along with the bid in Envelope-I as they are registered under GST and complying the GST provision. In case of noncompliance of GST provisions and blockage of any input credit, the bidder shall be held responsible for indemnifying AAI.
- e) The Agency has to furnish GST Registration Number (15digit GSTIN). In case bidder is having multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to AAI.
- f) If the Agency is providing supply/service from multiple states, then it is mandatory to mention state wise GST Registration Number for each state separately.
- g) The successful bidder has to submit GST Registration Number for Assam State before award of work. However in case of pure supply of goods, GST no. of Assam state is not mandatory. A vendor can supply goods from another state in which he is having registration and can change IGST for supply of such goods.
- h) Anti-Profiteering Clause :- During the currency of contract, any reduction in the rate of Tax on any supply of Goods or Services on any benefit of Input Tax Credit (ITC) shall be passed on to the AAI by the bidder in such a way to commensurate reduction in prices.
- i) The contractor shall submit the proper Tax Invoice while raising the bill as per the terms of payment mentioned in the contract mentioning their GSTIN, for availing ITC (Input Tax credit) by AAI.
- j) The bidder is required to provide tax type and tax percentage. In case of non compliance of GST provisions and blockage of any input credit , the bidder shall be responsible to indemnify AAI.

- k) If, as a result of any delay or default on his part, AAI is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.
- l) In the event of default on his part in payment of tax and submission / uploading of monthly returns, AAI is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.

AAI, reserves the right to take appropriate action in the event of frequent/ multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the above requirements as per GST. **(Clause may be amended as per new guidelines on GST).**

- 34. The agency awarded the MESS/(Non-QCBS)MESS contract for terminal/ancillary buildings at airport are eligible to participate in Glass & Façade tender for same airport (in case Glass & Façade contract for buildings is considered separately)
One agency will not hold more than one MESS/(Non-QCBS)MESS contracts for terminal building at same airport. However, agency can hold additional contract for associated Glass & Façade cleaning.
- 35. The current intended contract is a composite contract involving material and labours both. Such contracts involving transfer of property in goods in the execution of the contract are liable to be taxed under the provisions of MVAT Act as deemed sale transactions / works contracts and differ from procurement of services and goods.

Hence, the contract does not fall under the purview of Public Procurement Policy on procurement of goods & services from Micro and Small Enterprises (MSEs) by all Central Ministries/Departments/PSUs of the Government of India, vide Gazette of India No. 503 dated 26.03.2012.

36. **“Novation Clause:**

The contract period is One (01) years and extendable upto Three (03) years or the date of transfer of the airport under the PPP mode / O&M contract. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever.

Obligations relating to Transfer

“The Authority agrees that during the Contract Period, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that;

The Authority shall cause to transfer/novate this Agreement, in favor of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer/novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and

The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Contractor shall be vested in such third party.”

For and on behalf of
Airports Authority of India
Signature:
Designation:
Date:

AIRPORTS AUTHORITY OF INDIA
Item Rate Tender & Contract for Work

Location: LGBI Airport, Guwahati, Assam

Item rate 'e' - Tender for the work of "Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam" by Airport Director LGBI Airport Guwahati for and on behalf of Chairman, AAI.

CRITICAL DATES:

S.No	Activity	Date	Time in IST
1	Bid Publishing Date	29-Jul-2020	
2	Bid Document Download/sale start Date & Time	29-Jul-2020	1855hrs
3	Submission of pre-bid queries by bidders through e-portal Clarification Start Date & Time	29-Jul-2020	1855hrs
4	Last date for submission of pre-bid queries by bidders through e-portal Clarification	12-Aug-2020	1700 hrs
5	Last date for submission of clarifications by AAI to the bidders queries	18-Aug-2020	1700 hrs
6	Last date for Sale of Tender Document through payment gate-way of e- portal	24-Aug-2020	1730 hrs
7	Last date for submission online submission of bids envelopes I & II on e-portal	24-Aug-2020	1730 hrs
8	Last date & time for Hard Copy Submission	31-Aug-2020	1100 hrs
9	Opening of envelope- I	31-Aug-2020	1500 hrs
10	Opening of Envelope II	Shall be intimated later to the qualified bidders through CPP Portal	

Bid Manager:-

Airport Director
 LGBI Airport, Guwahati, Assam

TENDER DECLARATION

I/We have read and examined the notice inviting tender, schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rates & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Airports Authority of India within the time specified in Schedule and in accordance in all respects with the Rules and Directions Conditions of contract and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

A sum of Rs. 57,169.00 (Fifty Seven Thousand One Hundred Sixty Nine Only) is hereby forwarded inform of ~~receipt of a fixed deposit receipt /demand draft/ Bank Guarantee (where applicable),~~ of a Nationalised or any scheduled bank (but not from co-operative or gramin bank) as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/ we fail to commence work as specified, I/we agree that A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 10.1 10.2 of General Rules & Direction of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date.....

Signatures of Contractor

Witness:

Postal Address

Address:

Occupation:

AIRPORTS AUTHORITY OF INDIA**1. General Rules & Directions**

- All work proposed for execution by contract were notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit and Performance guarantee to be deposited by the successful Tenderer and the percentage, if any, to be deducted from bills.
2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
 3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
 4. Any person who submits an 'e' - tender shall follow the customized format of e-portal to submit their rates, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two works shall submit separate tender for each.
 5. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
 6. The officer inviting tender or his duly authorized representative will open tenders in the 'e' – tender portal, and the e-portal system shall self-generate a comparative statement in a suitable form. In the event of a tender being accepted, the earnest money shall thereupon be treated as part of security deposit. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
 7. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
 8. The Tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents or other records connected with the work given to them. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection. Correction if any, shall be initiated.
 9. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender

containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled in so that there is no discrepancy in the rates. In event no rate has been quoted for any item(s), it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

10. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the Tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
11. All rates shall be quoted in item section on AAI E-Tender portal as Envelope II / Price Bid
 - (i) The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of Nationalised Bank or any Scheduled Bank but not co-operative or Gramin Bank, in accordance with the prescribed form, provided confirmatory advice is enclosed.
 - (ii) The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the contract amount of the work.
 - (iii) In works where condition of submission of Performance Guarantee is not applicable, the security deposit @ 10% of the tendered value shall be deducted. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit.
 - (iv) Security deposit will also be accepted in form of Fixed Deposit Receipts / Guarantee Bonds of Nationalised Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorized representative shall be communicated in writing to the Airport Director .
13. The contractor shall give a list of AAI employees related to him.
14. The contractor shall submit list of works which are in hand (progress) in the following form :-

Name of work	Name and particulars of Divn where work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5

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15. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Airport Director / General Manager (OPS) may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

Definitions

1. The **contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the Airport Director and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The **Contractor** shall mean the individual, firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (v) The Authority or Airports Authority of India means the Chairman, Airports Authority of India.
 - (vi) The Airport Director means the Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule hereunder.
 - (vii) AAI shall mean the Airports Authority of India.
 - (viii) The terms **Member (operations)** means the head of Department of Operations, Airports Authority of India.
 - (ix) Accepting Authority shall mean the authority mentioned in Schedule.
 - (x) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.
 - (xi) Market Rate shall be the rate as decided by the Airport Director on the basis of the Prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule to cover, all overheads and profits.

(xii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.

(xiii) **Department** means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.

(ix) **Tendered value** means the value of the entire work as stipulated in the letter of award.

3. **Works to be carried out** The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule – A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

4. **Sufficiency of Tender** The Contractor shall be deemed to have satisfied himself before tendering as to the of correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5. **Discrepancies and adjustment of errors**

5.1 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

5.2 Any error in description, quantity or rate in Schedule of Quantities or any omission the reform shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.

6. **Signing of Contract** The successful Tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :

- (i) The notice inviting tender, all the documents the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard AAI Form as mentioned in Schedule consisting of:
 - (a) Various standard clauses with corrections upto the date stipulated in Schedule along with annexure thereto.
 - (b) AAI Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed

by AAI or its contractors.

(d) AAI Contractor's Labour Regulations.

(e) List of Acts and omissions for which fines can be imposed.

(iii) No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

CLAUSES OF CONTRACT

CLAUSE 1

Performance Guarantee

This clause is applicable for estimated value of 5.0 crore for three years and above.

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule from the date of issue of letter of acceptance. This guarantee shall be in the form of Fixed Deposit Receipts or Guarantee Bonds of Nationalised Bank or any Scheduled bank but not Co-operative or Gramin bank in accordance with the form annexed hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the AAI as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipts or Guarantee Bonds, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to make good the deficit.
- (ii) Performance guarantee should be furnished within 30 days of issue of work order. In case the contractor fails to deposit performance guarantee within the stipulated period, no payment for the work done in respect of Ist Running Account Bill will be released to the contractor. Moreover, interest @18% per annum on performance guarantee amount would be levied (non-refundable) for delayed period of submission.
- (iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 180 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iv) The Airport Director shall not make a claim under the performance guarantee except for amounts to which the AAI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Airport Director may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay AAI any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Airport Director.
- (v) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the AAI.

CLAUSE 1 A**Recovery of Security Deposit**

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of fixed deposit receipts or guarantee bonds of Nationalised Bank or any Scheduled Bank but not Co-Operative or Gramin Bank. In case a fixed deposit receipts or Guarantee Bonds of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the AAI to make good the deficit. In works where condition of submission of performance guarantee is not applicable, the security deposit at the rate of 10% (Ten Percent) of gross amount of each running bill shall be deducted instead of 5%, till the sum along with the sum already deposited as earnest money will amount to security deposit of 10% of the contract value of work. Other conditions shall remain same as stated above. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in fixed deposit receipts or Guarantee Bonds tendered by the Nationalised bank or Scheduled Banks (but not any Co-operative or Gramin bank) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by Nationalised Bank or any Scheduled Bank (but not from Co-operative / Gramin Bank), on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh.

CLAUSE 2**When Contract can be Determined**

Subject to other provisions contained in this clause, the Airport Director may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases :

- (i) If the contractor having been given by the Airport Director a notice in writing to rectify any defective work or that the work is being performed in an inefficient or otherwise

improper or non-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Airport Director (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Airport Director .
- (iii) If the contractor fails to complete the work within the stipulated period or items of work with individual period of completion, if any stipulated, on or before such period of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Airport Director.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Airport Director.
- (v) If the contractor shall offer or give or agree to give to any person in AAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AAI.
- (vi) If the contractor shall enter into a contract with Airports Authority of India in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Airport Director.
- (vii) If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to

be continued for a period of 21 days.

- (xi) If the contractor does anything to the contrary as mentioned below:

The contractor shall not without the written consent of the competent authority (which consent shall not be unreasonable withheld to the prejudice of the contractor) assign / sub-let this contract or any portion of the work/services. In any case maybe the whole responsibility for the entire work/services shall be of the contractor

When the contractor has made himself liable for action under any of the cases aforesaid, the Airport Director on behalf of the AAI shall have powers :

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Airport Director shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Airport Director, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Airport Director has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 2A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 3

Contractor liable to pay compensation even if action not taken under Clause-2. In any case in which any of the powers conferred upon the Airport Director by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Airport Director putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the

contractor, take possession of (or at the sole discretion of the Airport Director which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Airport Director) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/ or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Airport Director , whose certificate thereof shall be final, and binding on the contractor, foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Airport Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Airport Director as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 4**Time and extension of the contract**

The time allowed for execution of the Works as specified in the Schedule or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, AAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

CLAUSE 5**Measurements of Work Done**

Airport director or his authorised representative and contractor or his authorised representative should measure jointly the quantity of specified area in the BOQ/SOQ, at least once during the first month of the execution of work, in a proper measurement book/ register. These measurements should be carried forward from the 2nd R.A bill onwards but any addition or omission of the area should be added or deducted to/from the specified area in order to pay as per the work done after recording in standard measurement book/ register.

All records of cleaning work done /measurement of all items having financial value shall be entered in Register /Measurement Book so that a complete record is obtained of all works performed under the contract.

All records of cleaning work done / measurements shall be taken jointly by the Airport Director or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such records of cleaning work done/ measurements shall be signed and dated by the Airport Director and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Airport Director or his representative, the Airport Director and the Department shall not entertain any claim from contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Airport Director or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour, stationary and other things necessary for measurements, recording and maintaining office.

CLAUSE 6**Payment of final bill**

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Airport Director whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been

waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Airport Director, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Airport Director or his authorised representative complete with account of materials issued by the Department and dismantled materials.

- (i) If the tendered value of work is up to Rs.5 lacs : 3 months
- (ii) If the tendered value of work exceeds Rs.5 lacs : 6 months

CLAUSE 7

Payment of Contractor's Bills to Banks

Payments due to the contractor and refund of various nature may, if so desired by him and wherever possible in banks be made through electronic payment mechanism instead of direct to him, provided that the contractor furnishes to the Airport Director.

- (i) Information as per Performa attached.
- (ii) An authorisation in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and
- (iii) His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the Airport Director of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank.

Nothing herein contained shall operate to create in favour of the bank any rights or equities vis-à-vis the Airports Authority of India.

CLAUSE 8

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay; supply to the Airport Director samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the Contract. The contractor shall, if requested by the Airport Director furnish proof, to the satisfaction of the Airport Director that the materials so comply. The Airport Director shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Airport Director for his approval, fresh samples complying with the specifications laid down in the contract. When material is required to be tested in accordance with specifications, approval of the Airport Director shall be issued after the test results are received.

The contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Airport Director. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Airport Director may require for collecting and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Airport Director and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Airport Director or his authorised representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. The contractor shall deposit material in advance for 3 months as per specification. The material will be issued for daily use from this stock and a material register is to be maintained.

The Airport Director shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Airport Director shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Airport Director shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Airport Director may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

CLAUSE 9**Work to be executed in Accordance with contract etc.**

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tool and plants including for measurements and supervision of all works, and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The contractor shall take full responsibility for adequacy suitability and safety of all the works and methods of cleaning.

CLAUSE 10**Deviations / Variations Extent and Pricing**

The Airport Director shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Airport Director and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

10.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the contractor, as follows:

- (i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.

Deviation, Extra Items and Pricing

10.2 In the case of extra item(s) (items that are completely new, and in addition to the items contained in the contract) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Airport Director shall within Six weeks of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, (items that are taken up with partial substitution or in lieu of items of work in the contract) the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

Deviation, Substituted Items Pricing

- (a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- (b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Airport Director shall within Six weeks of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule, and the Airport Director shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

10.3 Any operation incidental to or necessarily has to be in contemplation of Tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the Tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

CLAUSE 11

Foreclosure of contract due to Abandonment or Reduction in Scope of Work, if at any time after acceptance of the tender, AAI shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Airport Director shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site.

CLAUSE 12

Suspension of Work

- (i) The contractor shall, on receipt of the order in writing of the Airport Director, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Airport Director may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - (a) On account of any default on the part of the contractor or;
 - (b) For proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - (c) For safety of the works or part thereof.
The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Airport Director.
- (ii) If the suspension is ordered or reasons (b) and (c) in sub-para (i) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25% for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;

Where it affects only a part of the works as on omission of such part by AAI or where it affects whole of the works, as an abandonment of the works by AAI, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Airport Director. In the event of the contractor treating the suspension as an abandonment of the contract by AAI, he shall have no claim to payment of any compensations on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment.

CLAUSE 13

Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Airport Director, his authorize subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department of Quality Assurance and of the vigilance officer, and the contractor shall, at all times, during the usual working hours and at all other

times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Airport Director or his authorized subordinates in charge of the work or to the Airport Director or his subordinate officers or the officers of the organization engaged by the Department for quality Assurance or to the Chief Vigilance Officer or his subordinate officers, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within 10 days of the completion of the work from the Airport Director specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Airport Director in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause 2 of the contract (for non-completion of the work in time) for this default.

In such case the Airport Director may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the authority specified in Schedule may considered reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, at the risk and cost of the contractor. Decision of the Airport Director to be conveyed in writing in respect of the same will be final and binding on the contractor.

CLAUSE 14

Contractor Liable for Damage, Defects During Cleaning Period

The security deposit deducted from contractors shall be refunded within one month from the date of final payment or within one month from the date of completion of the cleaning contract whichever is earlier.

CLAUSE 15

Contractor to Supply Tools & Plants etc

The contractor shall provide at his own cost all materials machinery, tools & plants as specified in Schedule. in addition to this, appliances, implements, other plans, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Airport Director as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Airport Director at the expense of the contractor and the expenses may be deducted, from any money due to the contractor,

under this contract or otherwise and/ or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 15 A

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section(i) of Section 12, of the Workmen's Compensation Act, 1923, AAI is obliged to pay compensation to a workman employed by the contractor, in execution of the works, AAI will recover from the contractor, the amount of the compensation so paid, and, without prejudice to the rights of the AAI under sub-section(2) of Section 12, of the said act, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise. AAI shall not be bound to contest any claim made against it under sub-section(1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to AAI full security for all costs for which AAI might become liable in consequence of contesting such claim.

CLAUSE 15 B**Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AAI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the AAI Contractor's Labour Regulations or under the Rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by AAI Contractors, AAI will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the AAI under sub section (2) of Section 20, sub section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise AAI shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the AAI full security for all costs for which AAI might become liable in contesting such claim.

CLAUSE 16

Labour laws to be complied by the Contractor.

The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the contract workers (Regulation of Employment & Conditions of Service) Act, 1996 and the Contract Welfare Cess Act, 1996.

It shall be the sole liability of the contractor (including the Contracting firm / company) to obtain and to abide by all necessary licenses / permissions from the authorities the concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

CLAUSE 16 A

No labour below the age of eighteen years shall be employed on the work.

CLAUSE 16B

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Airports Authority of India contractor's Labour Regulations made by AAI from time to time in regard to payment of wages wage period, deductions from wages recovery of wages not paid and deductions unauthorised made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv)
 - (a) The Airport Director concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, nonpayment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
 - (b) Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Airport Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to nay labours and pay the same to the persons entitled thereto from any money due to the contractor by the Airport Director concerned.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No. F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest the question of extra payment for weekly holiday would not arise.

The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made there under from time to time.

The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.

- (v) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (vi) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of contractor and that contractor shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (vii) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the contractor from the wage of workmen.
- (viii) The minimum wages payable to the workmen shall be the higher of the two, i.e. minimum wages published by the Chief Labour Commissioner, Ministry of Labour and Employment New Delhi (Central Govt.) (OR) published by the State Govt.

CLAUSE 16 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per AAI Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Airport Director shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 16 D

The contractor shall submit by the 4th and 19th of every month, to the Airport Director a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to him,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them

Failing which the contractor shall be liable to pay to AAI, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Airport Director shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 16 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by the AAI and its contractor.

CLAUSE 16 F

Leave and pay during leave shall be regulated as follows:

1. Leave:

- (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks upto and including the day of delivery and 4 weeks following that day.
- (ii) In the case of miscarriage - up to 3 weeks from the date of miscarriage.

2. Pay:

- (i) In the case of delivery – leave pay during maternity leave will be at the rate of women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.
- (ii) In the case of miscarriage – leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

- 4. The contractor shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix–I and II, and the same shall be kept at the place of work.

CLAUSE 16 G

In the event of the contractor (s) committing a default or breach of any of the provisions of the Airports Authority of India Contractor's Labour Regulations and Model Rules for the protection of health and

sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Airport Director shall be final and binding on the parties.

Should it appear to the Airport Director that the contractor (s) is / are not properly observing and complying with the provision of the AAI Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work – people employed the contractor (s) (hereinafter referred as “the said Rules”) the Airport Director shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Airport Director shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor(s). The contractor (s) shall erect, make and maintain at his / their own expense and to approved standards all necessary huts and sanitary arrangements required for his / their work – people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Airport Director shall have power to give notice in writing to the contractor (s) requiring that the said huts and sanitary arrangements be remodeled and / or reconstructed according to approved standards, and if the contractor (s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Airport Director shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the contractor (s).

CLAUSE 16 H

The Airport Director may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 16 I

It shall be the responsibility of the contractor to see that the building under service is not occupied by anybody unauthorized during cleaning, and is handed over to the Airport Director with vacant possession of complete building. If such building though completed is occupied illegally, then the Airport Director shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Airport Director whose decision shall be final both with regard to the justification and quantum and be binding on the contractor.

However, the Airport Director, through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.

CLAUSE 17

Minimum Wages Act to be complied with

The contractor shall comply with all the provision of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 17 (A)**Employees Provident Fund & Miscellaneous Provident Act 1952 and State Insurance (ESI) Act, 1948.**

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, and ESI Act, 1948, amended from time to time and rules framed there under. Some of the provisions are given below:

- a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation, while submitting tender and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
- b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No.
- c) The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.
- d) The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.
- e) Wherever ESI is not applicable, agency shall take a group of medi claim policy covering health care of minimum Rs.2 lacs/ annum for each employee including his family members (subject to maximum of 4 persons in family). As this amount is reimbursable, no payment shall be deducted from the salary of an employee.

AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.

CLUASE 18**Work not to be sublet. Action in case of insolvency**

The contract shall not be assigned or sublet without the written approval of Competent Authority. And if the contractor shall assign or sublet his contact, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or

agent to any public officer or person in the employ of AAI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Airport Director on behalf of the AAI shall have power to adopt the course specified in Clause 3 hereof in the interest of AAI and in the event of such course being adopted, the consequences specified in the said Clause 3 shall ensue.

CLUASE 19

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of AAI without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 20

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Airport Director shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 21

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Airport Director who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 22

(i) Dispute Resolution Mechanism and Arbitration

Except where otherwise provided in the contract, all questions and disputes claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract shall be dealt with as mentioned hereinafter.

(ii) Through Dispute Resolution Committee:

Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Airport Director / Member (Operations) / Chairman, Airports Authority of India.

If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Officer-in-charge, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee (DRC)

appointed by Airport Director / Member (Operations) / Chairman.

DRC, thus constitute may act as 'conciliator' and will be guided by principles of 'conciliation' as included in part III of Arbitration & Conciliation Act 1996, DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.

DRC will give its report within 45 days of its constitution. It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence. It is also a term of contract that If the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

- (iii) **Adjudication through Arbitration:-** Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Member (Operations) / Chairman, AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.

It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) and Arbitration and Conciliation (amendment) Ordinance 2015 (9 of 2015) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this

clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 23

Contractor to indemnify AAI against Patent Rights

The contractor shall fully indemnify AAI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay and royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against AAI in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the AAI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Airport Director in this behalf.

CLAUSE 24

Action where no specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 11, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications.

In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Airport Director.

CLAUSE 25

With-holding and lien in respect of sums due from contractor

- (i) Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Airport Director or the AAI shall be entitled to withhold and also

have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Airport Director or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if so security has been taken from the contractor, the Airport Director or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Airport Director -in Charge of the AAI or any contracting person through the Airport Director pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Airport Director or AAI will be kept withheld or retained as such by the Airport Director or AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration clause) by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Airport Director or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

- (ii) AAI shall have the right to cause an audit and technical examination of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by contractor under the contract or any work claimed to have been done by the him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for AAI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AAI to the contractor, without any interest thereon whatsoever.

Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Airport Director on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Airport Director.

CLAUSE 25A

Lien in respect of claims in other Contracts

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Airport Director or the AAI or any other contracting person or persons through Airport Director against any claim of the Airport Director or AAI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Airport Director or the AAI or with such other person or persons.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Airport Director or the AAI will be kept withheld or retained as such by the Airport Director or the AAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 26

Water

Water shall be supplied by the department at free of cost for carrying out the cleaning works at specified locations. However, Contractor shall make their own arrangements for extending the same to required place with the approval of competent authority.

The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor (s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the AAI's water main so that the progress of his/their work is not held up for want of water. No claim of damage will be entertained on account of such break down.

CLAUSE 27

Hire of Machinery

The Contractor shall arrange at his own expense all tools, machinery and equipment (hereinafter referred to as T&P) required for execution of the work.

CLAUSE 28

Empanelment of technical staff and employees

Contractors Superintendence, Supervision, Supervisory staff & Employees

- i) The contractor shall provide all necessary superintendence during execution of the work and all along thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The Contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Airport Director, the name (s), qualifications experience, age, address (s) and other particulars along with certificates, of the principal Supervisory representative to be charge of the work and other Supervisory representative (s) who will be supervising the work. Minimum requirement of such Supervisory representative (s) and their qualifications and experience shall not be lower than specified in schedule. The Airport Director shall within 3 days of receipt of such communication intimate in writing his approval or otherwise of such a representative (s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative (s) according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal Supervisory representative and other Supervisory representative (s) shall be appointed by the contractor soon after receipt of the approval from Airport Director and shall be available at site before start of work.

All the provisions applicable to the principal Supervisory representative under the clause will also be applicable to other Supervisory representative(s). The principal Supervisory representative and other Supervisory representative (s) shall be present at the site of work for supervision at all times when any cleaning activity is in progress and also present himself/themselves, as required to the Airport Director and / or his designated representative to take instructions. Instructions given to the principal Supervisory representative or other Supervisory representative (s) shall be deemed to have the same force as if these have been given to the contractor. The Principal Supervisory Representative and other Supervisory representatives shall be actually available at site fully during all stages of execution work, during recording / checking / test checking of measurements of works whenever so required by the Airport Director and shall also note down instructions conveyed by the Airport Director or his designated representative (s) in the site order book and shall affix his/their signature in token of noting down the instructions and in token of acceptance of measurements / checked measurements / test checked measurements. The representative (s) shall not look after any other work. Substitutes, duly approved by Airport Director – in-Charge of the work in similar manner as aforesaid shall be provided in event of absence of any of the representative (s) by more than two days.

If the Airport Director-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such Supervisory representative (s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule and the decision of the Airport Director-in-Charge as recorded in the site order book and measurement recorded checked/test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint suitable Supervisory Principal Supervisory representative and / or other Supervisory representative (s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibility satisfactorily, the Airport Director-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other Supervisory representative (s) is / are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the Supervisory representative (s) alongwith every on account bill / final bill and shall produce evidence if at any time so required by the Airport Director- in-Charge.

- ii) The contractor shall provide and employ on the site only such Supervisory assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Airport Director shall be at liberty to object to and require the contractor to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Airport Director -in Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Airport Director and the persons so removed shall be replaced as soon as possible by competent substitutes.

CLAUSE 29**Levy/Taxes payable by Contractor (Clause may be amended as per new guidelines on GST)**

- i) GST will be applicable on contract as per prevailing law and amendment applicable time to time, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the AAI after satisfying that it has been actually and genuinely paid by the contractor.
- ii) The contractor shall at his own expense, provide all materials required for the works other than those which are to be supplied by AAI. The contractor is also bound to allow deduction from his bills any difference in statutory taxes / royalty and penalty proposed by Local State Authorities to AAI till finalization of settlement **of all demands in this regard by Central / State Govt.**
- iii) If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the AAI and does not any time become payable by the contractor to the State Government. Local authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the AAI and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

CLAUSE 30 (Clause may be amended as per new guidelines on GST)**(iv) Conditions for reimbursement of levy / taxes if levied after receipt of tenders.**

- i) All tendered rates shall be Exclusive of GST payable under respective statutes. However, pursuant to the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the AAI (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of AAI or the Airport Director and further shall furnish such other information / document as the Airport Director may require from time to time.
- iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (Forty Sixth Amendment) Act, 1982, give a written notice thereof to the Airport Director that the same is given pursuant to this condition together with all necessary information relating thereto.

CLAUSE 31**Termination of Contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Airport Director on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 32**If relative working in AAI then the contractor not allowed to tender**

The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of work. He shall also intimate the names of persons who are working with him in any capacity or / are subsequently employed by him and who are near relatives to any officer of AAI. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 33**No officer of any Dept. of AAI to work as Contractor within two years of retirement**

No person or any officer employed in terminal or administrative duties in any department of AAI shall work as a contractor or employee of a contractor for a period of two years after his retirement from AAI service without the previous permission of AAI in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of AAI as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

CLAUSE 34**Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Airport Director may, in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CLAUSE 35**Release of security deposit after labour clearance**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Airport Director. The Airport Director, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

CLAUSE 36 (Applicable for contracts having estimated cost of Rs. 100 lakhs or more for three years)**Implementation of Integrity Pact**

36.1 Signing of Integrity Pact is mandatory for every bidder participating in this tender and the contract who is awarded the work. The Pact signed on each page by the person authorized

by the bidder / sub – contractor / associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder. The scanned copy of the same shall be uploaded by the bidder (along with unconditional acceptance as per Annexure-1 of tender documentt in “Technical Bid /Attachments section of e- tendering portal) in Envelop – I shall be enclosed with the agreement by the contractor.

- 36.2 All sub – contractors / associates whose contribution in the project is Rs. 0.50 Crores (Rupees Fifty Lacs) or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidders shall inform their sub – Contractors / associates accordingly.
- 27.3 The Independent External Monitor (IEM) for this work shall be **as under**. All correspondences regarding implementation of Integrity Pact Shall be addressed to:

Shri J.K. Khanna, IPS (Retd.), A-102, Sector-55, Noida-201307 (UP) Phone No. +91-9810940403 Email: jkkhannaips@yahoo.com	Shri Ramabhadran Ramanujam, IAS (Retd.) Residential Address: 44/24, Third Trust Cross Street, Mandavelipakkam, Chennai- 600028 Phone No: +91- 9495511954 Email: raamaanuj@gmail.com
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AIRPORTS AUTHORITY OF INDIA

SAFETY CODE

1. Suitable Scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and hand-hold shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
2. Scaffolding of staging more than 3.6m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding on staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm.(3ft.).
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 $\frac{1}{2}$ ") for ladder upto and including 3m. (10ft.) in length. For long ladders, this width should be increased at least $\frac{1}{4}$ " for each additional 30cm. (1 foot) of length. Uniform step spacing of not more than 30cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such person on which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. During the progress of the work,
 - i All roads and open areas site shall either be closed or suitably protected.
 - ii No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
 - iii All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with

debris or materials as to render it unsafe.

7. All necessary personal safety equipment as considered adequate by the Airport Director should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned while executing the work under contract.

8. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions:

- (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired 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 should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- (d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

9. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

10. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

11. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

12. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Airport Director of the department or their representatives.

Notwithstanding the above clauses from (1) to (15), there is nothing in these to exempt the contractor from the operations of any other Act or Rules in force in the Republic of India.

**MODEL RULES FOR THE PROTECTION OF
HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS
EMPLOYED BY AAI OR ITS CONTRACTORS**

1. APPLICATION

These rules shall apply to all contract works in charge of AAI in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with contract work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

(i) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labour or part thereof ordinarily employed.

(ii) The first-aid box shall be distinctly written with red colour on white back ground for work places in which the number of contract labour employed does not exceed 50. Each first-aid box shall contain the following equipment :-

1. 6 small sterilized dressings
2. 3 medium size sterilized dressings
3. 3 large size sterilized dressings
4. 3 large sterilized burn dressings
5. 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
6. 1 (30 ml) bottle containing Salvolatile having the dose and mode of administration indicated on the label.
7. 1 snakebite lancet.
8. 1 (30 gms) bottle of potassium permanganate crystals.
9. 1 pair scissors.
10. 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labour Institute, Government of India.
11. 1 bottle containing 100 tablets (each of 5 gms) of aspirin.
12. Ointment for burns.
13. A bottle of suitable surgical antiseptic solution

4. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of the contracts.

5. AMENDMENTS

AAI may, from time to time, add to or amend these rules and issue directions - it may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

AIRPORTS AUTHORITY OF INDIA

Contractor's Labour Regulations

1. SHORT TITLE

These regulations may be called the AAI Contractors Labour Regulations.

2. DEFINITIONS

(i) **Workman** means any person employed by AAI or its contractor directly or indirectly through subcontractor with or without the knowledge of the AAI to do any skilled, semiskilled or unskilled manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment are expressed or implied but does not include any person :-

- a) Who is employed mainly in a managerial or administrative capacity: or
- b) Who, being employed in a supervisory capacity draws wages exceeding five hundred rupees per day or exercises either by the nature of the duties attached to the office or by reason of powers vested in him, functions mainly of managerial nature : or
- c) Who is an out worker, that is to say, person to whom any article or materials are given out by or on behalf of the principal employers to be made up cleaned, washed, altered, ornamental finished, repaired adopted or otherwise processed for sale for the purpose of the trade or business of the principal employers and the process is to be carried out either in the home of the out worker or in some other premises, not being premises under the control and management of the principal employer.

No person below the age of 14 years shall be employed to act as a workman.

(ii) **Fair Wages** means wages whether for time or piece work fixed and notified under the provisions of the Minimum Wages Act from time to time.

(iii) **Contractors** shall include every person who undertakes to produce a given result other than a mere supply of goods or articles of manufacture through contract labour or who supplies contract labour for any work and includes a subcontractor.

(iv) **Wages** shall have the same meaning as defined in the Payment of Wages Act.

3. General Working Hours

- (i) Normally working hours of an adult employee should not exceed 9 hours a day. The working Day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.
- (ii) When an adult worker is made to work for more than 9 hours on any day or for more than 48 hours in any week, he shall be paid over time for the extra hours put in by him at double the ordinary rate of wages.
- iii)
 - a) Every worker shall be given a weekly holiday normally on a Sunday, in accordance with the provisions of the Minimum Wages (Central) Rules 1960 as amended from time to time irrespective of whether such worker is governed by the Minimum Wages Act or not.
 - b) Where the minimum wages prescribed by the Central/State Government under the Minimum Wages Act are not inclusive of the wages for the weekly day of rest, the worker shall be entitled to rest day wages at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days.
 - c) Where a contractor is permitted by the Airport Director to allow a worker to work on a normal weekly holiday, he shall grant a substituted holiday to him for the whole day on one of the five days immediately before or after the normal weekly holiday and pay wages to such worker for the work performed on the normal weekly holiday at overtime rate.

4. DISPLAY OF NOTICE REGARDING WAGES ETC.

The contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clear and legible condition in conspicuous places on the work, notices in English and in the local Indian languages spoken by the majority of the workers giving the minimum rates of wages fixed under Minimum Wages Act, the actual wages being paid, the hours of work for which such wage are earned, wages periods, dates of payments of wages and other relevant information as per Appendix 'III'.

5. PAYMENT OF WAGES

- i) The contractor shall fix wage periods in respect of which wages shall be payable.
- ii) No wage period shall exceed one month.
- iii) The wages of every person employed as contract labour in an establishment or by a contractor where less than one thousand such persons are employed shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.
- iv) Where the employment of any worker is terminated by or on behalf of the contractor the wages earned by him shall be paid before the expiry of the second working day from the date

on which his employment is terminated.

- v) All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wage period, final payment shall be made within 48 hours of the last working day.
- vi) Wages due to every worker shall be paid to him direct or to other person authorised by him in this behalf.
- vii) All wages shall be paid in current coin or currency or in both.
- viii) Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act 1956.
- ix) A notice showing the wages period and the place and time of disbursement of wages shall be displayed at the place of work and a copy sent by the contractor to the Airport Director under acknowledgement.
- x) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the Airport Director or authorised representative of the Airport Director who will be required to be present at the place and time of disbursement of wages by the contractor to workmen.
- xi) The contractor shall obtain from Airport Director or the authorised representative of the Airport Director a certificate under his signature at the end of the entries in the "Register of Wages" or the "Wage-cum-Muster Roll" as the case may be in the following form:

"Certified that the amount shown in column No. has been paid to the workman concerned in my presence onat....."

6. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES

- (i) The wages of a worker shall be paid to him without any deduction of any kind except the following:
 - (a) Fines
 - (b) Deductions for absence from duty i.e. from the place or the places where by the terms of his employment he is required to work. The amount of deduction shall be in proportion to the period for which he was absent.
 - (c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to his neglect or default.
 - (d) Deduction for recovery of advances or for adjustment of overpayment of wages, advances granted shall be entered in a register.

- (e) Any other deduction which the Central Government may from time to time allow.
- (ii) No fines should be imposed on any worker save in respect of such acts and omissions on his part as have been approved of by the Chief Labour Commissioner.

Note: An approved list of Acts and Omissions for which fines can be imposed is enclosed at Appendix-X.

- (iii) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fine which may be imposed in any one wage period on a worker shall not exceed an amount equal to three paise in a rupee of the total wages, payable to him in respect of that wage period.
- (v) No fine imposed on any worker shall be recovered from him by installment, or after the expiry of sixty days from the date on which it was imposed.
- (vi) Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.

7. LABOUR RECORDS

- (i) The contractor shall maintain a Register of persons employed on work on contract in Form XIII of the CL(R&A) Central Rules 1971 (Appendix IV)
- (ii) The contractor shall maintain a Muster Roll register in respect of all workmen employed by him on the work under Contract in Form XVI of the CL (R&A) Rules 1971 (Appendix V).
- (iii) The contractor shall maintain a Wage Register in respect of all workmen employed by him on the work under contract in Form XVII of the CL (R&A) Rules 1971 (Appendix VI)

Register of accident - The contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- (a) Full particulars of the labourers who met with accident.
- (b) Rate of Wages
- (c) Sex
- (d) Age
- (e) Nature of accident and cause of accident
- (f) Time and date of accident
- (g) Date and time when admitted in Hospital
- (h) Date of discharge from the Hospital
- (i) Period of treatment and result of treatment
- (j) Percentage of loss of earning capacity and disability as assessed by Medical Officer
- (k) Claim required to be paid under Workmen's Compensation Act.
- (l) Date of payment of compensation
- (m) Amount paid with details of the person to whom the same was paid

- (n) Authority by whom the compensation was assessed.
- (o) Remarks
- v) The contractor shall maintain a **Register of Fines** in the Form XII of the CL(R&A) Rules 1971 (Appendix-XI)

The contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omissions for which fines can be imposed (Appendix-X)
- vi) The contractor shall maintain a **Register of deductions for damage or loss** in Form XX of the CL (R&A) Rules 1971 (Appendix-XII)
- vii) The contractor shall maintain a **Register of Advances** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIII)
- viii) The contractor shall maintain a **Register of Overtime** in Form XXIII of the CL (R&A) Rules 1971 (Appendix-XIV)

8. ATTENDANCE CARD-CUM-WAGE SLIP

- i) The contractor shall issue an **Attendance card-cum-wage** slip to each workman employed by him in the specimen format (Appendix-VII).
- ii) The card shall be valid for each wage period.
- iii) The contractor shall mark the attendance of each workman on the card twice each day, once at the commencement of the day and again after the rest interval, before he actually starts work.
- iv) The card shall remain in possession of the worker during the wage period under reference.
- v) The contractor shall complete the wage slip portion on the reverse of the card at least a day prior to the disbursement of wages in respect of the wage period under reference.
- vi) The contractor shall obtain the signature or thumb impression of the worker on the wage slip at the time of disbursement of wages and retain the card with himself.

9. EMPLOYMENT CARD

The contractor shall issue an **Employment Card** in Form XIV of the CL (R&A) Central Rules 1971 to each worker within three days of the employment of the worker (Appendix-VIII).

10. SERVICE CERTIFICATE

On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated, a **Service certificate** in Form XV of the CL(R&A) Central Rules 1971 (Appendix-IX).

11. PRESERVATION OF LABOUR RECORDS

All records required to be maintained under Regulations Nos. 6 & 7 shall be preserved in original for a period of three years from the date of last entries made in them and shall be made available for inspection by the Airport Director or Labour Officer or any other officers authorised by the Ministry of Urban Development in this behalf.

12. POWER OF LABOUR OFFICER TO MAKE INVESTIGATIONS OR ENQUIRY

The Labour Officer or any person authorised by Central Government on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of Fair Wage Clauses and the Provisions of these Regulations. He shall investigate into any complaint regarding the default made by the contractor or subcontractor in regard to such provision.

13. REPORT OF LABOUR OFFICER

The Labour Officer or other persons authorised as aforesaid shall submit a report of result of his investigation or enquiry to the Airport Director concerned indicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor's bill be made and the wages and other dues be paid to the labourers concerned. In case an appeal is made by the contractor under Clause 13 of these regulations, actual payment to labourers will be made by the Airport Director after Labour officer has given his decision on such appeal.

Airport Director shall arrange payments to the labour concerned within 45 days from the receipt of the report from the Labour Officer.

14. APPEAL AGAINST THE DECISION OF LABOUR OFFICER

Any person aggrieved by the decision and recommendations of the Labour Officer or other person so authorised may appeal against such decision to the Airport Director concerned within 30 days from the date of decision, but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYER

- i) A workman shall be entitled to be represented in any investigation or enquiry under these regulations by:
 - a) An officer of a registered trade union of which he is a member.
 - b) An officer of a federation of trade unions to which the trade union referred to in Clause (a) is affiliated
 - c) Where the employer is not a member of any registered trade union, by an officer of a registered trade union, connected with the industry in which the worker is employed or by any other workman employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in any investigation or enquiry under these regulations by :
 - a) An officer of an association of employers of which he is a member.

- b) An officer of a federation of associations of employers to which association referred to in Clause (a) is affiliated.
 - c) Where the employers is not a member of any association of employers, by an officer of association of employer connected with the industry in which the employer is engaged or by any other employer, engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

16. INSPECTION OF BOOKS AND SLIPS

The contractor shall allow inspection of all the prescribed labour records to any of his workers or to his agent at a convenient time and place after due notice is received or to the Labour Officer or any other person, authorised by the Central Government on his behalf .

17. SUBMISSION OF RETURNS

The contractor shall submit periodical returns as may be specified from time to time.

18. AMENDMENTS

The Central Government/AAI may from time to time add to or amend the regulations and on any question as to the application/interpretation or effect of those regulations the decision of the Airport Director concerned shall be final.

परिशिष्ट / Appendix 'I'

प्रसूति प्रसुविधाओं का रजिस्टर (ढेके की शर्तों का खण्ड 19—व)

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

ढेकेदार का नाम और पता

Name and address of the contractor.....

कार्य का नाम और स्थिति

Name and location of the work.....

कर्मचारी का नाम	पिता/पति का नाम	नियोजन का स्वरूप	वास्तविक नियुक्ति की अवधि	तारीख जिसको प्रसवावस्था की सूचना दी गई
Name of the employee	Father's/husband's name	Nature of employment	Period of actual employment	Date on which notice of confinement given
1	2	3	4	5

तारीख जिसको प्रसूति छुट्टी प्रारम्भ हुई और समाप्त हुई
Date on which maternity leave commenced and ended

प्रसव/गर्भपात की तारीख Date of delivery/ miscarriage	प्रसव की दशा में <u>In case of delivery</u>		गर्भपात की दशा में <u>In case of miscarriage</u>	
	प्रारम्भ हुई commenced	समाप्त हुई Ended	प्रारम्भ हुई commenced	समाप्त हुई Ended
6	7	8	9	10

कर्मचारी को संदत्त छुट्टी वेतन
Leave Pay paid to the employee

प्रसव की दशा में <u>In case of delivery</u>		गर्भपात की दशा में <u>In case of miscarriage</u>		टिप्पणियाँ Remarks
छुट्टी वेतन की दर Rate of leave pay	संदत्त रकम Amount paid	छुट्टी वेतन की दर Rate of leave pay	संदत्त रकम Amount paid	
11	12	13	14	15

Proforma of Registers

APPENDIX II

**SPECIMEN FORM OF THE REGISTER, REGARDING
MATERNITY BENEFIT ADMISSION TO THE CONTRACTOR'S LABOUR IN AIRPORTS
AUTHORITY OF INDIA WORKS**

Name and address of the contractor-----

Name and location of the work-----

- 1 Name of the woman and her husband's name
- 2 Designation
- 3 Date of appointment
- 4 Date with months and years in which she is employed.
- 5 Date of discharge/dismissal, if any
- 6 Date of production of certificates in respect of pregnancy.
- 7 Date on which the woman informs about the expected delivery.
- 8 Date of delivery/miscarriage/death.
- 9 Date of production of certificate in respect of delivery/miscarriage.
- 10 Date with the amount of maternity / death benefit paid in advance of expected delivery.
- 11 Date with amount of subsequent payment of maternity benefit
- 12 Name of the person nominated by the woman to receive the payment of the maternity benefit after the death.
- 13 If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date in the register.
- 14 Signature of the contractor authenticating entries in the register.
- 15 Remarks column for the use of Inspection Officer.

Proforma of Registers

APPENDIX III**Labour Board**

Name of work

Name of Contractor

Address of Contractor

Name and address of A. A. I. Division

Name of A. A. I. Labour Officer

Address of A. A. I. Labour Officer

Name of A.A.I Labour Officer

Sl.No.	Category	Minimum wage Fixed	Actual Wage Paid	Number Present	Remark

Weekly holiday

Wage period

Date of payment of wages

Working hours

Rest interval

Proforma of registers

Appendix IV

Form – XIII (See Rule 75)

Register for Workmen Employed by Contractor

S. No.	Name and Surname of Workman	Age and Sex	Father's / Husband's Name	Name and Employment Designation	Permanent home address of Workman (Vill. And Tehsil, Taluk and District)	Local Address	Date of commencement of employment	Signature / Thumb impression of the workman	Date of termination of employment	Reasons for termination	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Form – XVI (See Rule 78 (2) (a))
Muster Roll

Name and address of contractor

Name and address of establishment under which contract is carried on

.....

Name and address of Principal Employer

.....For the month of fortnight.....

S.No.	Name of workman	Sex	Father's / Husband's Name	Date	Remarks
1	2	3	4	5	6

Proforma of Registers

Form – XVII (See Rule 78 (2) (a))
Register for Wages

Appendix VI

Name and address of contractor

Name and address of establishment under which contract is carried on
.....

Name and address of Principal Employer

Wages Period For the month of fortnight

S. No.	Name of Workman	Serial in the register of workman	Designation / Nature of Work done	No. of days worked	Units of work done	Daily rate of wages / piece rate	Amount of wages earned					Deduction if any (indicate nature)	Net Amount paid	Signature / Thumb impression of the workman	Initial contractor or his representative
							Basic wages	Dearness allowances	Overtime	Other cash payments (indicate nature)	Total				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

परिशिष्ट / Appendix VII
(सीधी तरफ / obverse)

मजदूरी कार्ड संख्या / Wage Card No.		मजदूरी कार्ड WAGE CARD	
रेक्रेटर का नाम व पता Name and Address of Contractor		जारी करने की तारीख Date of Issue	
कार्य का नाम व स्थान Name and location of work		पद Designation	
मजदूर का नाम Name of workman		मास / पक्ष Month/Fortnight	
मजदूरी की दर Rate of Wages			
		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	
प्रातः Morning	दर Rate		
सायं Evening	रकम Amount		
हस्ताक्षर Initial			
Received from		रो अपनी मजदूरी के the sum of Rs.	
यह मजदूरी कार्ड की तारीख से एक मास तक के लिए वैध है। The Wage Card is valid for one month from the date of issue		रुपये प्राप्त किए on account of my wages	
		हस्ताक्षर Signature	

फार्म 14 / Form-XIV

परिशिष्ट / Appendix 'VIII'

(कृपया नियम 76 देखें)
[See rule 76]**रोजगार कार्ड**
Employment Card

ठेकेदार का नाम व पता

Name and address of contractor.....

कार्यालय का नाम व पता जिसके अधीन ठेका चल रहा है

Name and address of establishment under which contract is carried

कार्य का नाम व स्थान

Name of work and location of work.....

मुख्य नियोक्ता का नाम व स्थान

Name and address of Principal Employer.....

1. मजदूर का नाम

Name of the workman.....

2. लगाये गए मजदूरों के रजिस्टर में क्रम संख्या

Sl. No. in the register of workman employed.....

3. रोजगार/पद का नाम

Nature of employment/designation.....

4. मजदूरी की दर

(पीस वर्क के बारे में एकक के ब्यौरा सहित)

Wage rate (with particulars of unit in case of piece work).....

5. मजदूरी की अवधि

Wage period.....

6. रोजगार की अवधि

Tenure of employment.....

7. टिप्पणी

Remark.....

ठेकेदार के हस्ताक्षर
Signature of contractor

Proforma of Registers

Appendix IX

Form – XV (See Rule 77)

Service Certificate

Name and address of contractor

Nature and location of work.....

Name and address of workman

Age / Date of birth.....

Identification Marks

Father's / Husband's Name

Name and address of establishment under which contract is carried on
.....

Name and address of Principal Employer

S. No.	Total period for which employed		Nature of work done	Rate of wages (with particulars of unit in case of piece rate)	Remarks
	From	To			
1	2	3	4	5	6

Signature

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7(v) of the AAI Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

- 1 Willful insubordination or disobedience, whether alone or in combination with other.
- 2 Theft fraud or dishonesty in connection with the contractors beside a business or property of AAI.
- 3 Taking or giving bribes or any illegal gratifications
- 4 Habitual late attendance.
- 5 Drunkenness lighting, riotous or disorderly or indifferent behaviour
- 6 Habitual negligence.
- 7 Smoking near or around the area where combustible or other materials are locked
- 8 Habitual Indiscipline
- 9 Causing damage to work in the progress or to property of the AAI or of the contractor.
- 10 Sleeping on duty.
- 11 Malingering or slowing down work.
- 12 Giving of false information regarding name, age, father's name, etc.
- 13 Habitual loss of wage cards supplied by the employer's
- 14 Unauthorised use of employer's property of manufacturing or making of unauthorised particles at the work place
- 15 Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
- 16 Making false complaints and/or misleading statements.
- 17 Engaging on trade within the premises of the establishments.

- 18 Any Unauthorised divulgence of business affairs of the employees.
- 19 Collection or canvassing for the collection of any money within the premises of an establishment unless authorised by the employer.
- 20 Holding meeting inside the premises without previous sanction of the employers.
- 21 Threatening or intimidating any workman or employer during the working hours within the premises

Appendix XI

Form – XII (See Rule 78 (2) (d))

Register of Fines

Name and address of contractor

Name and address of establishment under which contract is carried on.....

Nature and location of work

Name and address of Principal Employer

S. No.	Name of Workman	Father / Husband's Name	Designation / Nature of employment	Act / Omission for which fine imposed	Date of offence	Whether workman showed cause against fine	Name of person whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Proforma of Registers
Appendix XIIForm – XX (See Rule 78 (2) (d))
Register of Deduction for Damage or loss

Name and address of contractor

Name and address of establishment under which contract is carried on.....

Nature and location of work

Name and address of Principal Employer

S. No.	Name of Workman	Father / Husband's Name	Designation / Nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	Date of recovery		Remarks
									First installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12

Form – XXII (See Rule 78 (2) (d))
Register of Advances

Name and address of contractor

Name and address of establishment under which contract is carried
on.....

Nature and location of work

Name and address of Principal Employer

S. No.	Name of Workman	Father / Husband's Name	Designation / Nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose (s) fr which advance given	No. of installments by which advance to be repaid	Date and amount of each installment repaid	Date by which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Proforma of Registers
Appendix XIVForm – XXIII (See Rule 78 (2) (e))
Register of Overtime

Name and address of contractor

Name and address of establishment under which contract is carried on
.....

Nature and location of work

Name and address of Principal Employer

S. No.	Name of Workman	Father / Husband's Name	Designation / Nature of employment	Designation / Nature of employment	Date on which overtime worked	Total overtime worked or production in case of piece rate	Normal rate of wages	Overtime rate of wages	Overtime earning	Rate on which overtime paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Bank Guarantee Bond

FORM OF PERFORMANCE SECURITY (GUARANTEE)**Bank Guarantee Bond**

1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between

and.....[hereinafter called the said Contractor(s)] for the work.....(herein after "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We..... (Indicate the name of the Bank) (Hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs..... (Rupees.....only) on demand by AAI.

2. We.....(Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said Bank, further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We.....(Indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Airport Director on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to

extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on

the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid upto..... Unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of:

WITNESS

1
2

Dated this _____ Day of _____

For and on behalf of (The Bank)

Signature _____

Name & Designation _____

Authorisation No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature _____

Name _____

Designation _____

Dated _____

Note: * Date of validity should be schedule date of completion + Six months.

SCHEDULE-A**SCHEDULE `**

Reference to General Conditions of Contract.

Name of work: "Mechanized Environmental Support Services (Up-Keeping) of Ancillary building"-

(i)	Estimated cost of work:	Rs. 28,58,429.00 (Excluding EPF,ESI, Bonus & GST)
(ii)	Earnest money:	Rs. 57,169.00 (2% of per annum estimated cost of work)
(iii)	Performance Guarantee	Not Applicable
(iv)	Security Deposit	10% of contract value of work
(v)	Time period of completion:	01 year. It is further extendable upto 03 (Three) years

Before quoting rates in "Items" Section in financial bid, the bidders are advised to read the full description of respective items & unit of Abstract of Quantities mentioned in SOQ in conjunction with the short description of items & unit.

GENERAL RULES & DIRECTION

Officer inviting tender : Airport Director LGBI Airport, Guwahati Assam
Airports Authority of India,

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 10 See Below
30%

Definitions:

1.	Office Inviting tender	Airport Director LGBI Airport Guwahati Airports Authority of India,
2.	Accepting Authority	As per delegation of power
3.	Percentage on cost of materials and labour to cover all overheads and profits	15%
4.	Standard Schedule of Rates	Market rate.
5.	Department	AAI
6.	Standard A.A.I. Contract Form	MESS - Corrected up to date

Clause 1

- (i) Time allowed for submission of :
Performance Guarantee from the date of issue of letter of acceptance **Not Applicable**
- (ii) Maximum allowable extension beyond :
the period (provided in i) above **Refer clause 1 of GCC**

Clause 4

Number of day from the date of issue of :

letter acceptance for reckoning date of start **30 days**

Clause 9

Specification to be followed for execution of work : As per SCC

Clause 10

10.2 *Deviation limit beyond which clauses 10* :
& 10.3 *shall apply* 30%

Clause 13

Competent Authority for deciding : Airport Director
reduced rates

Clause 15

List of mandatory machinery, tools & plants to be deployed by the contractor at site:

List of mandatory tools and plants to be deployed by the contractor at site are mentioned in special condition of contract.

ANNEXURE-1

ACCEPTANCE LETTER

To

Airport Director
LGBI Airport, Guwahati
Assam
Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work “Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam” have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of Airport Director . Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accepts the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of clauses of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the **EMD**.
4. **‘That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI’.**
5. The required earnest money as specified in clause no. 14 at page no. 2 NIT -2 for this work has also been submitted.

Yours Faithfully

Date:

(Signature of the tenderer)

Documents to be attached in Envelope - I

Affidavit for NON-Blacklisting

Date:-

1. I, _____ (Name), age Years, S/o _____ (Father's Name) signatory of the _____ (Name of Agency), mentioned above, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. My agency has not been blacklisted / debarred from participating in the tender of any Ministry/Department of Government of India, PSU and Government of India undertaking in the last Three Years from publication of this tender.
4. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
5. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Dated this, theday ofMonth.....Year.

DEPONENT

Place:

Date:

Note: Scanned Copy of the affidavit is to be attested by a First Class Magistrate / Notary Public on non-judicial stamp paper of Rs. 100

Documents to be attached in Envelope - I

AFFIDAVIT

I..... (Name), aged years, s/o (Name), Proprietor/
Managing Partner/ Managing Director of (Name of the Agency) do hereby
solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of (Name of agency). I state
that, in the event of work is awarded to our agency, the wages to be paid to the workers engaged
shall not be less than the minimum wages determined by appropriate Govt. Authorities from time
to time.

Dated this, the day of month Year.

DEPONENT

Place:

Date:

Note: Scanned Copy of the affidavit is to be attested by a First Class Magistrate / Notary Public
on non-judicial stamp paper of requisite/proper Stamp Duty.

GST UNDERTAKING

**(To be submitted by bidders in Envelope-I on their letter head)
Undertaking for GST Registration & complying its provisions**

I/We _____ (Name of company/Firm) hereby undertakes that we are registered under GST with registration no _____ and complying the GST provision.

I/We hereby undertake that all the Input Tax Credit (ITC) related to the Invoices raised by us for the work of “Mechanized Environmental Support Services (Up-Keeping) of Ancillary building” at LGBI Airport, Guwahati, Assam” will be passed on to AAI.

In case of non-compliance of GST provisions and blockage of any input credit, I/we shall be held Responsible for indemnifying AAI and suitable action may be taken against our company / firm as deemed fit by AAI.

Dated:

(Signature of the tenderer)

With rubber Stamp

ANNEXURE-2**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT**

(On Non-Judicial Stamp Paper)

[Refer clause No.1A of GCC]

To

The Airports Authority India

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated _____ made between _____ and AAI in connection with the work of "Mechanized Environmental Support Services (Up-Keeping) of Ancillary building" (hereinafter called the said contract), to accept Deed of Guarantee as herein provided' for Rs. _____ (Rupees _____ only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.
2. We, the _____ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e., _____ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract 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 terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for AAI 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 AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

7. Address of Regional / Controlling branch of the issuing branch of bank Guarantee is -----

In presence of: Dated this _____ Day of _____

WITNESS

1. For and on behalf of (The Bank)

Signature _____

2. Name & Designation _____

Authorisation No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature _____

Name _____

Designation _____

Dated _____

Note:

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____
_____ carrying on business under the name
and style of _____ at _____ (hereinafter called "the said Contractor" which expression
shall unless the context requires otherwise include his heirs, executors, administrators and legal
representatives).

For Partnership Concerns

1. Shri _____ son of _____ resident of _____

2. Shri _____ son of _____ resident of _____ carrying
on business in co-partnership under the name and style of _____ at _____ (hereinafter
collectively called "the said contractor" which expression shall unless the context requires otherwise
include each of them and their respective heirs, executors administrators and legal representatives).

For Companies

M/s _____ a Company registered under the Companies Act, 1956 and having its registered office in the State of (Hereinafter called “the said Contractor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

WORK DIARY

ANNEXURE-3

PART-A

1. Name of Work
2. Contract Agreement No.
3. Date of Acceptance
4. Name and Registered address of Contractor
5. contract Sum
6. Period of Contract
7. Name and local address of Contractor/contractor's Agent
8. Date of First Works order
9. Date of handing over the site to contractor
10. Date of commencement of work
11. Stipulated date of completion of Contract
12. Suspension orders showing duration and authority
13. Extended date of completion with authority
14. Date of actual completion of work
15. No. of shifts under this contract

PART B**DAILY RECORD**

1. Shift
2. Labour engaged by contractor

Skilled		Semi skilled		Unskilled	
Category	No.	Category	No.	Category	No.
Supervisor		Operator		Sweeper	

3. Materials brought on site with approximate quantities (rejection, if any, to be stated).

Materials brought		Rejected Material		Used	
Materials	Quantity	Materials	Quantity	Materials	Quantity

4. Details of equipment and machinery working on site.

T&P	Quantity	Remarks regarding breakdown maintenance etc.

5. Brief particulars of work in progress
6. Important stages completed and passed
7. Remarks of Visiting Officer

Dated signature of Airport Director
or representative

Dated signature of contractor or his
authorized agent

ANNEXURE - 4**AGREEMENT FORM**

(To be printed on - stamp paper of appropriate Value)

This agreement made this (date in figures & words) between Airports Authority of India a statutory corporation incorporated under the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110 003 through its _____ (here in after referred to as "AAI" which expression shall include its administrators, successors, executors and assign _____ of the _____ the _____ One _____ part _____ and M/s. _____ (hereinafter referred to as the "Contractor", which expression shall include its administrators, successors, executors and permitted assigns)of the Other part.

Whereas AAI is desirous of getting the work of ".....at _____ **Airport**" (hereinafter called work) done by means of a contract, had invited tenders for this work as per tender documents sold for this purpose.

And whereas the contractor had participated in the above referred bidding vide his tender application dated _____ and other subsequent referred letters. AAI accepting his tender offer awarded the work to the contractor on the terms and conditions contained in its acceptance letter No. AAI _____

Dated _____ and documents, terms and conditions referred to therein which have been accepted by M/s. _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSTH AS UNDER:

AAI has awarded the contract to the contractor, for the work of ".....at _____ **Airport**" on the terms and conditions contained in its acceptance letter No. AAI _____ Dated _____ and documents referred to therein. The award has taken effect from the date of letter of Award. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

2.0 Contract Documents:

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as contract documents)

S.No.	Name of the Documents	Page No.
01.	Award letter of AAI Dated: _____	-
02.	Contractor's Tender Application No. Dated: _____	-
03.	Envelope cover-I	-
04.	Tender Documents	-

05.	Notice Inviting Tender	-
06.	Tender forms	-
07.	General Conditions of Contract	-
08.	Special Conditions of Contract	-
09.	Schedule of quantities	-
10.	Envelope cover-II	-
11.	All correspondences between AAI & Contractor before award of work.	-

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform to the tender document and what has been specifically agreed to by AAI on its letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by AAI in its letter of Award or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the agreement.

The scope of contract, consideration, terms of payment, wherever applicable, insurance, liquidated damages, period of completion and all other terms and conditions are contained in aforesaid tender documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of agreement.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of in-consistency or repugnancy to the terms and conditions contained in the tender agreement. Any modification of the agreement shall be effected only by written instrument signed by both the parties.

Any notice given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered at the address mentioned hereby in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:

AAI/_____ Dated:

In witness whereof, the parties have executed these presents, day, month and year first above mentioned at _____.

Contractor's signature

Signature for AAI

WITNESS:

1.

2.

WITNESS:

1.

2.

ANNEXURE - 5**PRE CONTRACT INTEGRITY PACT**

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

.....represented by of the other part, hereinafter called the “Bidder/Contractor “(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for -----
-----”. The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization “ Transparency International” (T I) headquartered in Berlin (Germany).The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for “-----
-----”. In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of “-----

-----.

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other

corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

- specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt Practice, unfair means and illegal activities.
 - 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
 - i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's associate(s)
 - 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
 - 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in

the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub- contractor(s) and associate(s) whose value of the work contribution exceeds Rs 2.0 Crores.(Rupees Two Crore only.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 1.5 Crs. (Rupees One Crore Fifty Lacs .) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.
While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.
6. Sanctions for Violations/ Disqualification from tender process and exclusion from future Contracts.

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted alongwith Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. **Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:**

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. **Independent External Monitor(s),**

8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.

- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Monitor' would include singular and plural.
- 9. Facilitation of Investigation.**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.
- 10. Law and Place of Jurisdiction.**
That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.
- 11. Other Legal Actions**
- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.
- 12. Pact duration (Validity)**
- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

Buyer Name of the Officer Designation Deptt./Ministry/PSU Witness 1. _____ 2. _____	BIDDER CHIEF EXECUTIVE OFFICER Witness 1. _____ 2. _____
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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

1.1 Special conditions of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications and any other documents forming part of this contract wherever the context so requires.

1.2 Notwithstanding the sub-division of the documents into these separate sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be **deemed to over-ride** the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2. COMPLETION SCHEDULE

2.1 The works shall be executed strictly as per time schedule mentioned in NIT. Contractor shall have to plan his work and activities so as to complete the work in the stipulated period and accordingly submit the schedule of various activities for the approval of Airport Director.

2.2 No additional payment shall be made to the contractor for other incentive methods contemplated by him in his work Schedule even though the time schedule is approved by the Airport Director or his authorised representative.

3. SCOPE OF WORK

The scope of work includes Up-Keeping of Ancillary building ,Mechanized cleaning & sweeping of toilets, passenger chairs, sofas, office areas, internal & external façade, false ceiling work and all roads & paved area of city/ air side including flyovers as conveyed by the Airport Director or his authorized representative and as per the shifts mentioned in the contract. The inventory of toilet items shall be handed over to the agency during handing over the site and shall be taken over back after completion of work.

Before quoting the bid the bidder should read the penalty clauses mentioned in SCC clause no.14.5 to 14.7 and other paras carefully in respect of the non-deployment of equipment, deficiency in manpower, in-effective cleaning & not providing the consumable toiletries in time.

Before quoting the bid the bidder should read the clause of minimum deployment of labours in each shift as per scope of work mentioned in SCC. The rate quoted by the bidders is inclusive of the weekly off and nothing extra shall be paid on this account.

4. **SCHEDULE OF QUANTITIES**

The Schedule of Quantities shall be read in conjunction with General Conditions of Contract, Special Conditions of Contract, and any other Document forming a part of this tender. The quantities shown against the various items are only approximate and subject to variations as made in General Conditions of the Contract.

5. **PAYMENTS**

5.1 The bill shall be submitted at monthly intervals or before the date fixed by the Airport Director or his authorised representative for all the works executed since previous bill. The contractor shall submit all the bills on the Performa prescribed by the Airport Director or his authorised representative, in triplicate.

5.2 The payment due to the contractor shall be made within 15 days of the submission of the bill by the contractor and the measurements shall be verified by the Airport Director or his authorised representative within 10 days of submission of the bill. The payment shall be made from the AAI through RTGS directly in the Bank account of contractor.

5.3 The payment of wages should be made to the employed manpower/labour's account no. through RTGS/NEFT/Cheque by the 7th of every successive month. Delay in payment will attract a penalty of Rs. 50 per day per employee and will be paid to his employee along with salary.

6. **INCOME TAX AND LABOUR CESS**

6.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

6.2 Labour cess as per rules and regulations in force shall be deducted from the bills of the contractors and deposited with designated authorities.

7. **WATER**

Water will be provided by AAI free of cost. However, Contractor shall make their own arrangements for extending the same to required place with the approval of competent authority.

The Department do not guarantee to maintain uninterrupted supply of water and it will be incumbent on the contractor (s) to make alternative arrangements for water at his/their own cost in the event of any temporary break down in the AAI's water main so that the progress of his/their work is not held up for want of water. No claim of damage will be entertained on account of such break down.

8. **POWER SUPPLY**

Power supply will be provided by AAI free of cost. However, for operating machineries at various locations contractor has to make necessary arrangements at his own cost.

9. CONTRACT AGREEMENT

9.1 The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- and cost of the stamp paper shall be borne by the Contractor.

9.2 Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.

10. DAMAGE TO PERSON AND PROPERTY

The Contractor shall indemnify and keep indemnified AAI 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 by them and against all claims, demands, and proceedings of or in relation thereof.

11. THIRD PARTY INSURANCE

Before commencing the execution of the works the contractor (But without limiting his obligations and responsibilities) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer) or to any person, including any employee of the employer by or arising out of the execution of the works or temporary works or in carrying out of the contract.

12. MINIMUM AMOUNT OF THIRD PARTY INSURANCE

12.1 Such insurance shall be affected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India having **total sum insured value as minimum 10% of contract value. The indemnity shall cover any one occurrence / all occurrences in aggregate during the policy period.** This insurance will not cover mobile machineries for which separate insurance cover is also required. Whenever required the contractor shall produce to the AAI the policy or policies of Insurance and the receipts for payments of the premiums.

12.2 If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of this clause, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company or by a company approved by the Insurance Regulatory Authority of India could offer, such an Insurance is ought to be done after the AAI's approval, by or through the subsidiary of the General Insurance Company.

12.3 For noncompliance of above levy equal to cost of policy of noncompliance period plus 15% shall be charged and losses during noncompliance period shall be deducted from his bills.

13. Machinery/ Equipment

13.1 The contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipment, tools, tackles and augment the same as decided by the Airport Director or his authorized representative depending on the exigencies of the work so as to suit the cleaning schedule. However, contractor has to position and deploy following minimum machineries at site from the date of start of work:-

13.2 List of machinery /equipment/T&P

S. No.	Description of machinery /equipment/T&P	Approved makes	Quantity
1.	Battery operated “Walk Behind Scrubber-cum-Drier Machine” OR “Rider on Scrubber-cum-Drier Machine” <u>(Applicable where floor area is more than 15000 Sq. mtr.)</u> with minimum capacity of _____sq. mtr/hr and minimum battery runtime capacity of 3 Hrs.	TASKI-JD / Nilfisk / Comac/ K’a’rcher / Tennant / Fimap / Forbes Pro/ Roots/Charnock /IPC	NIL
2.	Battery operated “Walk Behind Single Disc Scrubber Machine” with minimum capacity of _____sq. mtr/hr and minimum battery runtime capacity of 3 Hrs	TASKI-JD / Nilfisk / Comac/ K’a’rcher / Tennant / Fimap / Forbes Pro/ Roots /Charnock/ IPC	NIL
3.	Wet & Dry Vacuum Machine with applicable accessories for cleaning/ shampooing of sofa/carpet/chairs	TASKI-JD / Nilfisk / Comac/ K’a’rcher / Tennant / Fimap / Forbes Pro/ Roots/ Charnock/ IPC	1
4.	Back Pack Vacuum Cleaner	TASKI-JD / Nilfisk / Comac/ K’a’rcher / Tennant / Fimap / Forbes Pro/ Roots/ Charnock/ IPC	NIL
5.	“Walk Behind Sweeper” OR “Rider on Sweeper <u>(Applicable where floor area is more than 15000 Sq. mtr.)</u> ” Battery operated and minimum capacity of _____sq. mtr/hr and minimum battery runtime capacity of 3 Hrs	TASKI-JD / Nilfisk / Comac/ K’a’rcher / Tennant / Fimap / Forbes Pro/ Roots/Charnock/ IPC	NIL
6.	Ride on Scooty Mop with minimum battery runtime capacity of 3 Hrs	TASKI-JD / Nilfisk / Comac/ K’a’rcher / Tennant / Fimap /	NIL

		Forbes Pro/ Roots/Charnock/ IPC	
7.	High Pressure Jet Machine (with Foaming, Rinsing & Vacuuming function)	TASKI-JD / Nilfisk / Comac/ K'a'rcher / Tennant / Fimap / Forbes Pro/ Roots/Charnock/ IPC	1
8.	Hydraulic Aerial Access platform/ Z Boom / Crawler Boom Lift (self-propelled battery operated, workable height at least 17 mtrs. or -----mtrs as per site requirement) (Only for high rise building)	Genie / Holland Lift (Manlift)/ JLG/ Teupen / Ruthman-Bluelift / TCA-Lift / CMC	NIL
9.	Aluminum Dual Mast (Electrical) Aerial work platform / Scissor Lift height at least 12 mtrs. or-----mtrs as per site requirement having weight not more than ____kg (Only for high rise building)	Genie / Holland Lift (Manlift)/ JLG/ Teupen/ Vanjax / Dingli	NIL

Important Note:

1. Machinery shown at SI No 8 & 9 shall be considered for high rise glass and steel structured terminal building only. (NOT APPLICABLE)

3. In regard of Hydraulic Aerial Access platform/ Z Boom and Aluminum Dual Mast (Electrical) Aerial work platform / Scissor Lift 30 more days may be given subject to Supply Order has been placed by the contractor within 7 days of issue of letter. However AAI will deduct hiring charges of machine equal to half of penalty charges (up to 30 days).

Note: Quantity shown in 13.2 is indicative and bare minimum. Bidder is expected to submit actual quantity to be deployed during the time of presentation as part of technical evaluation

Such machinery as mentioned in the tenders will be placed for use at all times during the contract at the airport premises. In the event of contractor failing to provide such machinery, the penalty to be charged for the period of non-availability and deductions may be affected while finalizing the bills as per terms of the contract.

High rise means height between floor and false ceiling/ ceiling more than 4 meters or external wall height more than 8 meters without landing.

13.2.1 Biometric Attendance system – Sufficient number of Biometric attendance machines with necessary software, sufficient identity storage, remote access & customized software application shall be provided. The attendance of all staff to be engage in each shift for the Job shall be taken through biometric attendance system and submitted to the AAI / Airport Manager on duty within 30 minutes of the commencement of each shift.

Not providing the Biometric attendance record (In and Out) will attract a penalty of Rs.500 /- per day. **However, Decision of Airport Director shall be final and binding in this regard.**

13.3 No machinery/ equipment shall be supplied by the AAI.

13.4 **List of Material**

Sl. No.	MATERIAL	UNIT.	Minimum Quantity per month
1	Floor Cleaner (Disinfectant)	Ltr.	30
2	Broom (soft)	Each	14
3	Garbage Bin Liner Large (100% Compostable)	Each	150
4	Garbage Bin Liner Small (100% Compostable)	Each	750
5	Glass Cleaner	Ltr.	15
6	Clnr.for WC	Ltr.	24
7	Nepthln.Ball (if required, for NPAX toilets)	Kg	2
8	Green bacteria Urinal Pad	Each	30
9	Auto Air Freshener refill	Each	NIL
10	Floor Mop	Each	13
11	WC Brush	Each	7
12	Toilet Paper(big roll)	Each	60
13	Shampoo	Ltr.	10
14	Liquid Handwash Soap (Antimicrobial)	Ltr.	45
15	Long broom	Each	16
16	Toilet Hand Tissue Paper Roll	Each	0
17	Cob web brush	Each	5
18	Microfiber flat mop	Each	11
19	Microfiber fringe mop	Each	11
20	Dry/ Damp mop	Each	16
21	Floor squeegees	Each	11
22	Microfiber dusters	Each	35
23	(Any other Cleaning materials as per Airport Requirement) Optional	Each	NIL

Important Note:

- The contractor is required to submit the computer generated bill receipt (having GST details) of monthly cleaning materials and any other item incorporated in work for which Airport Director or his authorized representative directs.
- Chemicals used will be restricted to Johnson Diversey / Sealed Air / Eco Lab Inc./ Professional Lysol / Buzil Rossari / Atlantic care Chemicals/ Schevaran labs make with MSDS sheets and compliance of environment support.
- The contractor shall make necessary arrangement to establish the Automatic Chemical Diluter in the store at the Airport through its vendor. No extra charges will be paid for Automatic Chemical Diluter. An agreement with agency/vendor should also be executed to this effect by the contractor.

- **Cleaning tools should be of Eureka Forbes/ Johnson Diversey/ Partek /Approved Machines or Chemical makes.**

14. SITE ORGANISATION

14.1 Subject to the provisions in the tender document and without prejudice to contractors' liabilities and responsibilities to provide adequate qualified and skilled personnel on the work. Contractor shall deploy site organization and augment the same as decided by the Airport Director or his authorised representative depending on the exigencies of work. No cleaning staff deployed at site shall be removed from the site without prior approval of the Airport Director or his authorised representative.

14.2 In addition to tools, equipments, apparatus and instruments if any, additional tool equipment apparatus and instrument is required for getting the test done as per technical specification of NIT the same shall be provided by contractor. Nothing extra shall be payable to contractor on this account.

14.3 The Airport Director or his authorised representative, may at his discretion, get the test done at an approved laboratory. The cost of such material, transport, cost of testing etc. shall be borne by the contractor.

14.4 The Airport Director or his authorised representative and the contractor shall agree upon a time and progress chart as per clause 2 on Page SCC 1. In time and progress chart deployment of machineries, equipments, apparatus and instructions as listed in para 13. above are to be treated as one of the sections of the work.

14.5 The following Penalties as mentioned below are leviable on the Contractor for not deploying the Manpower as per plan/ chart:-

S. No	Designation	Recovery Rate <u>Per Shift</u> per person (In Rs.)
1	Absence of supervisor/floor manager	1.5x times of minimum wages for first two instances in month 2x times of minimum wages for third instance onwards
2	Absence of Sweeper / Operator	i) <u>*No Penalty for first 60 Days from start of Contract</u> ii) <u>After 60 and up to 90 Days:</u> 1.25 x times of minimum wages for each absence in any shift. iii) <u>After 90 Days:</u> 2 x times of minimum wages for each absence in any shift.
3	Not wearing proper uniform	INR 200 per instance

*However actual wages of absent staff will be recovered from the bill

Note: "However, Decision of Airport Director shall be final and binding in this regard"

14.6 The following Penalties as mentioned below are leviable on the Contractor for not deploying the Machinery as given below:-

S. No.	Machine / Equipment	Condition	Recovery Rate per Equipment per day (if not available due to out of order/ under service for more than 1 instance in a month)
1	Items 1-9 mentioned in clause 13.2 (Machine of specified make)	If not available / out of order (per day instance) and work is done manually	10% of monthly item rate quoted per machine for first two instances in the month 20% of monthly item rate quoted per machine for more than 2 instances in the month upto 5 instances 100% of monthly item rate quoted per machine if machinery not available for more than 5 instances in a month
		If not available / out of order (per day instance) and work is not done manually	15% of monthly item rate quoted per machine for first two instances in the month 30% of monthly item rate quoted per machine for more than 2 instances in the month upto 5 instances 100% of monthly item rate quoted if machinery not available for more than 5 instances in a month
2	Not possessing current AMC of each equipment/ machineries OR submission of proof.	From authorized service center only, as per manufacturers recommendations.	15% of monthly items rate of machine will be deducted from running bill.

Note: “Decision of Airport Director shall be final and binding in this regard”

14.6.1 Contractor shall submit equivalent monthly rental values of each machinery item in 13.2 at the start of work and the same will be approved by the representative of the Airport director. These monthly rental values will be treated as item rates for the purpose of penalty computation.

14.6.2 Non-availability of machine for a day is treated as 1 instance of non-availability

14.6.3 If any machine is not available / out of order for more than 5 instances a month, the contract will be recommended for termination.

14.6.4 Proof of current AMC (along with a schedule of all servicing) for all machinery / equipment in 13.2 must be submitted to the representative of Airport director along with running bill of each month.

14.6.5 New equipment/machinery, as specified in 13.2 (except Item 8 – Hydraulic Aerial Access platform/ Z Boom / Crawler Boom Lift) will be placed by the Contractor at the start of the program and will be used for the duration of the contract.

For item 8, machinery should not be more than 7 years old at any point during the contract period. Item should be in good working condition and should possess fitness certificate from authorized dealer / service center.

14.7 The following Penalties as mentioned below are leviable on the Contractor for not providing/ placing the consumable in position in toilets & non cleaning the premises as per plan/ chart :-

S. No.	Description	Per	Recovery Rate Per Complaint (Rs)
1	For not providing /placing of consumable in toilets	On Each complaint received / each instance recorded by AAI staff on daily inspection	one shift cost of work (for that Toilet Block as per item rate)
2	Not maintaining Cleanliness	On Each complaint received / each instance recorded by AAI staff on daily inspection	2000/-
3	Not placing garbage collection bags timely in dust bins.	On Each complaint received / each instance recorded by AAI staff on daily inspection	500
4	Staff indiscipline like missing from designated place, not in uniform, lack of response	On Each complaint received / each instance recorded by AAI staff on daily inspection	200

Note: “Decision of Airport Director shall be final and binding in this regard”

15. CLOSING DAY'S WORK

15.1 After the closure of day's work, all equipment and stock piled materials must be so placed that they do not cause any damage to the person /property and must be marked with red flags by day and red lights by night to indicate that they project above the general contour of the aerodrome.

15.2 Work shall be closed at 2 hrs notice for VVIP movement and also other exigencies, if directed by the Airport Director or his authorised representative. No compensation shall be entertained on this account from the contractor.

16. LABOUR CAMPS

No labour camp shall be allowed inside the airport premises and no land shall be allotted for this purpose. If required, the agency may have their own arrangements outside the airport premises at their own cost. No claim shall be entertained by AAI on this account.

17. REGULATIONS

All men and vehicles will observe the regulations in force in the operational area and will do nothing to pose a danger to the aircraft and their operations. All vehicles will fly the mandatory red flag during day light hours and obstacle lights during night while working in operational areas.

18. INSPECTION OF SITE AND TESTING

i) The Airport Director or his authorised representative or his authorized representative shall have full power to inspect any portion of the work, examine the materials and workmanship at the contractor's works or at any other place from where the material is obtained. Acceptance of any material shall in no way relieve the contractor of his responsibility for meeting the requirement of the specifications.

ii) Routine type/ factory acceptance tests for the various items of material shall be performed at the contractor's works and test certificates furnished. The contractor shall permit the Airport Director or his authorized representative to be present during any of or all factory acceptance tests. After notification to the Airport Director or his authorised representative that the work has been completed, the contractor shall make under the direction and in the presence of Airport Director or his authorised representative such tests and inspections as have been specified or as the Airport Director or his authorised representative shall consider necessary to determine whether or not the full intent of requirements of the plans and specifications have been fulfilled. In case the work does not meet the full intent of the specifications it shall be rectified by the Contractor at no extra cost and the contractor shall bear all the expenses for any further tests considered necessary.

iii) All tools, instruments, plants and labour/operating personnel for the test shall be provided by the contractor at his own cost.

iv) The Airport Director or his authorised representative may at his discretion, check the test results obtained by independent tests at an approved laboratory. The cost of such material, transport, cost of testing etc. shall be borne by the contractor.

19. ADMISSION TO SITE:

Necessary entry passes will be obtained from the concerned issuing authorities for working in passenger and non-passenger areas. Applicable fees for obtaining the passes shall be paid by the agency and the rates quoted are inclusive of such fees. Nothing extra shall be paid on this account. The tenderer has to make arrangements for police verification and security clearance for his agency and staff.

Also, it is the duty of the contractor to ensure that airport passes are treated with utmost sanctity and are not allowed outside the airport premises. Supervisor will collect the Airport entry pass (AEP) of all workforce and handover to representative of the airport director at the end of every shift. AEPs can be collected from the representative of the airport director at the start of every shift and can be distributed to contract workforce after their biometric attendance is complete.

Contractor has to ensure deployment of workforce as per tender conditions. AAI will not be responsible for any external influence the contractor may face during deployment of workforce.

20. STORES AND MATERIALS

A store room (with double lock arrangement) for keeping cleaning material will be provided by AAI as per requirement & availability without any charges. Contractor shall make all necessary arrangements to maintain the stock at his own cost to the satisfaction of Airport Director or his authorized representative. One lock's keys will be with AAI and other lock's keys with contractor.

Agency shall identify space for parking of machineries, equipments, tools and washing space inside/ outside the terminal buildings in consultation with Airport Director.

Cost towards site office space will be charged. Cost towards providing required internal partitions, furnishing of office space with required furniture's, computers with printers, stationeries, office assistants arrangement shall be borne by the agency. Daily / weekly / monthly reports shall be submitted to AAI as required. The rate is inclusive of above and nothing extra shall be paid.

Present charges for space are as follows –

1) Office space

Space (A/C) Rs.1,340/sqmt/ month.

Space (NON A/C) Rs. 910/sqmt/ month

The annual escalation shall be @10% on rate effective from each new Financial year.

21. STANDARD OF WORKMANSHIP

21.1 To determine the acceptable standard of workmanship, the contractor shall execute portion of the item of work as sample for approval of the Airport Director or his authorised representative, before taking up the actual cleaning work or work as defined in the scope of work.

22. BYE-LAWS

22.1 The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and for giving and receiving of all necessary notices and keeping the Airport Director or his authorised representative, informed of the said compliance with the bye-laws, payments made, notices issued and received.

22.2 The contractor shall indemnify the AAI against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereto.

23. SITE PRECAUTIONS

i) Any materials or T & P etc. found lying outside the sites approved by the Airport Director or his authorised representative shall be removed by the Airport Director or his authorised representative at the risk and cost of the contractor.

ii) The contractor shall be responsible for any damage, resulting from his 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 the Airport Director or his authorised representative and in default the Airport Director or his authorised representative may cause the same to be made good by any other means and deduct the expenses from any sums due to contractor.

iii) The work shall be carried out in phases in such a way that there is least obstruction to the airport working. The phasing shall be decided by the Airport Director or his authorised representative, who will be at liberty to change the phasing to suit the requirements. The contractor shall have to abide by these instructions and nothing extra shall be paid to him on this account.

24. The contractor shall take all precautions to avoid all accidents by exhibiting necessary boards.

25. No payment will be made to the contractor for damage caused by rains or other natural calamities during the execution of the works and no such claim on this account will be entertained.

26. The contractor shall remove the temporary barricades etc. on completion of the work and leave the site in a neat and tidy state. The payment of final bill will be subject to the compliance of this condition by the contractor.

27. MATERIAL AT SITE

(a) Materials brought to the site by the contractor shall be stored by the contractor in a safe/dry storage space. The contractor shall be responsible for safe custody of materials at site.

(b) The contractor is required to submit the computer generated bill receipt (having GST details) of monthly cleaning materials and any other item incorporated in work for which Airport Director or his authorised representative directs.

28 ARRANGEMENT TO BE MADE BY THE CONTRACTOR AT SITE INCLUDING MACHINES TO BE DEPLOYED, EQUIPMENTS / TOOLS / ACCESSORIES OTHER THAN MACHINES, CHEMICALS REQUIRED FOR MACHANISED ENVIRONMENTAL SUPPORT SERVICES (UP-KEEPING) WORK

28.1 Necessary registers and stationers required for entering data shall be provided by the contractor at his own cost as directed by the Airport Director or his authorised representative.

28.2 Other Equipments / tools / accessories: (From Approved Machines or Chemical agencies / reputed manufacturers / Agencies)

S.N.o	Particulars	Quantity
1.	Aluminum Ladder - 5 ft. Height	01 (one)
2.	Aluminum Stool – 3 ft. Height	01 (one)
3.	Glass Cleaning Kit – Full Set	02 (Two)

4.	Moping Trolley with single bucket – 15 Ltr.	04 (Four)
5.	Moping Trolley with single bucket – 30 Ltr.	02 (Two)
6.	Telescopic Poles – 9 mtr.	02 (Two)
7.	Safety Belts	02 (Two)
8.	Retro reflective jacket for working in operational area	10 (Ten)
9.	Work under progress standees	10 (Ten)

Note – 1. Penalty will be levied @ 100/- = Per item per day in case of non-availability of above item.

28.3 LIST OF CHEMICALS REQUIRED FOR MECHANIZED ENVIRONMENTAL SUPPORT SERVICES (UP-KEEPING) WORK:

S.No	Material Description	pH Value (undiluted)	Suggested usage
1	All Purpose Cleaner	12.5 – 13.0	Shiny floor surfaces like polished marble, granite
2	Toilet cleaner & Sanitizer	1.0 – 1.5	Surfaces in the bathroom, i.e. sink, tub, tiles, floor and fittings (marble & granite)
3	Toilet/Urinal Bowl Cleaner	<1.0	Toilet bowls and urinals (Scale Remover)
4	Glass Cleaner	7.0 – 7.5	Windows, glass display cases and mirrors
5	Air Freshener	6.5 -7.5	Washroom
7	Floor Cleaner	7.0 - 8.0	Wet floor mopping as well as scrubbing with a machine
8	Carpet Shampoo	6.0 – 7.0	Carpet and upholstery
9	Carpet Spotter/Detergent	7.0 -9.0	Carpet and upholstery

28.3.1 The contractor is to ensure placement of two months' worth of stock of chemical consumables and supplies of approved makes at AAI premises at the start of the contract.

At the end of every month (except last month of the contract), contractor is required to procure 1 months' equivalent stock of chemical consumables and supplies. The material should strictly be procured only from certified vendors of consumables mentioned in 28.3.

Penalty of 2 times of monthly value of chemical consumables and supplies will be applied if stock levels fall below 1 months' worth of chemical consumables and supplies at any point during execution of work.

NOTE: The Chemical/ consumable items regarding Toiletries, Room freshener etc. other than mentioned above should be EcoMark certified or Green Seal certified. The Consumption of above Chemicals shall be as per Manufacturers specification.

28.4 Guidelines of cleaning tools and consumables required for mechanized environmental support services (up-keeping) work

Cleaning Tools and Consumables

Microfiber	
Micro Fiber Cloth	Red, approx. Absorbency -1700-18m ml/m ² , 1 (no- 15(X) washes Size 40 cm x 40cm (<i>only for urinals / commodes</i>)
Micro Fiber Cloth	Blue, approx. Absorbency -1700-1800 ml/m ² , 1000- 1500 washes, Size 40 cm x 40cm (<i>only for glass /synthetic surfaces, aerobridges</i>)
Micro Fiber Cloth	Yellow, approx. Absorbency -1700-1800 ml/m ² , 1000- 1500 washes Size 40 cm x 40cm (<i>for washroom items except urinals /commodes</i>)
Micro Fiber Cloth	Green, approx. Absorbency -1700-1800 ml/m ² , 1000- 1500 washes, Size 40 cm x 40cm
Wringer Mop set	Micro Fiber String (Band colour Red/ blue) / Handle -5ft / Holder - Red /Blue; 22 -32 strands approx. requirement
Wringer Mop Refill	Microfiber String , Band colour - Red/ Blue; 22 -32 strands approx.
Winger Mop Holder	Durable plastic/ Nylon ,Colour - Red/ Blue
Flat Mop set	Micro Fiber/ Colour - Red/Blue / Handle-5ft / Holder - Red / Blue, Size : 40 cm x 10 cm
Flat Mop refill-Micro Fiber	Micro Fiber - Red / Blue colour; Size : 40 cm x 10 cm
Glass Cleaning applicator Set	35cm, Microfiber
Applicator Sleeve	35cm, Microfiber
Dry Mop set	55 cms, Micro fiber ,with Handle (Aluminum) Et Holder (SS/ Nylon)
Dry Mop Refill	Micro fiber . 55 cms
Mop/Squeeze handle	5ft preferably aluminum which is light / durable and non-rusty

28.5 Guidelines of tools and tackles required for mechanized environmental support services (up-keeping) work

Tools & Tackles –A	
Floor -Scraper set	10cm, Hand -Nylon material with anti-grip
Floor Scraper Blade	10 cm, durable
Glass Scraper/ Safety Scraper - set	4 cm . SS material -Durable with good locking system, noi slippery trigger (push Et pull)
Glass Scraper Blade	4 cm , durable
Hand Scraper set	10 cm, Nylon material with anti-grip
Hand scraper Bade	101cm durable
Toilet Brush set	Durable Nylon / ABS Plastic handle & Nylon bristles
Toilet Brush (refill for set)	Durable Nylon bristles
Glass Cleaning Squeeze Set	35cm, SS handle , anti-grip with rubber squeeze
Glass Cleaning Squeeze Rubber	35 cm , high quality and durable
Glass Cleaning Squeeze Set	55cm, SS handle , anti-grip with rubber squeeze
Glass Cleaning Squeeze Rubber	55 cm , high quality and durable

Floor Squeezer set	45cm, Fiber / Nylon frame , Twin/ double Natural rubber
Floor Scrubbing Brush Cum Squeegee set	45 cm, With Nylon/ polypropylene bristles, twin foam double blade, holder strong and durable.
Mop/Squeeze handle	5ft preferably aluminium which is light / durable and non-rusty
Tile Squeeze	45 cm, double soft moss natural rubber, white color
Dust clip Pan set	Covering Flap of durable ABS plastic , handle (Aluminium) Et brush (Nylon)
Trash Picker- Small	40 cm , durable plastic/ Nylon material
Trash Picker- Bic,	90 cm, durable plastic/ Nylon material
Tools II Tackles – B	
Static Duster	Nylon , with durable handle (Plastic , Nylon)
Cob web Brush- Ordinary	Nylon bristles & handle (ABS Plastic, 55, Nylon)
Nylon Scrubber	Color :- Red, Yellow & Blue
Scrubbing Pads	Power Pad / Blue , scratch resistant
Soft Brush	Nylon bristles, handle Nylon/wood/ ABS Plastic
Broom	Hard
Floor Sweeping Brush-	55cm, base: wood/ polypropylene, bristles : nylon, mild steel wire etc.
Broom	Soft
Corner Brush/Basin Brush	Nylon bristles/ base durable plastic / wood
Carpet Brush	Nylon bristles/ base durable plastic / wood
Spray Bottle 1000ml Spray Nuzzles	1000 ml, durable plastic material Durable plastic
Bucket - Small	Capacity : 6/5 Lts, Color -Beige, Material : Durable Plastic
Buckets -Big	Durable Plastic, Beige color , capacity: 20 Lts
Plastic Mugs	1 Ltrs , Beige color , durable plastic
Dust Pans	Durable Plastic, Color –Beige
Hand Gloves	ISI Marked / certified. Small/ Medium & Large
Gum Boots	151 Marked, Sizes : 7, 8 & 9
Mask	ISI Marked
Safety Belt	ISI Marked, durable to withstand capacity of 100 plus kgs.
Washing detergent for Industrial Laundry	Fabric wash for industrial purpose
Floor scrubbing brush	Hard bristles with base - wood / polypropylene etc.
Disinfectant Liquid	Dettol, 500/ 1000 ml cans

28.5 Guidelines of toiletries required for mechanized environmental support services (up-keeping) work

Restroom Toiletries

S.No	Particulars	Specification
1	Paper Hand Towel	
a	Basis Weight / Grammage	36 GSM
b	Size (L x W)	220 mm x 220 mm
c	Paper Color	White

d	Paper Type	Recycled / Embossed pattern
e	Feel	Very Soft
f	Dispenser	Compact, Wastage Resistant & Aesthetic Design
g	Packing	Standard Paper Packing
h	Certifications	Green Seal / Environmental Friendly
2	Toilet Roll	
a	Basis Weight / Grammage	34 GSM
b	Size (L x W) / pull	110 mm x 100 mm
c	Layer	2 ply
d	Solubility in Water	Completely / easily dissolves in water without any clogging
e	Weight	100 gsm
f	Paper Color	White
g	Paper Type	Virgin
h	Feel	Very Soft
3	Jumbo Roll Toilet Tissue	
a	Basis Weight / Grammage	34 GSM
b	Size (W in mm x L in mtr)	100-110mm x 250 – 300 mtrs
c	Layer	2 ply
d	Core	3" or 75 mm
e	Solubility in Water	Completely / easily dissolves in water without any clogging
f	Paper Color	White
g	Paper Type	Virgin
h	Feel	Very Soft

S.No	Particulars	Description
1	Hand wash liquid Soap	
a	Type	Liquid
c	Appearance	Pearly viscous liquid
d	Color	White
e	Odor	No specific standards. Fresh & long lasting fragrance.
f	Volume per press	Is 0.75
g	Solubility in water	Miscible completely (100 %)
h	Stability	Stable
	Ph	7 (± 0.5)
j	Feature	Eco friendly
k	Dispenser	Light weight, compact Et Aesthetic design
2	Aromatic Urinal Mats	
a	Size	As per urinals
3	Airwick Dispensers	

Specifications for Garbage Bin Liners

Material Description	Dimension	Color	100% Compostable
	L x W (cm)		

GBL - Extra Large	110 x 105	Black	Yes
GBL - Large	120 x 91	Black/Blue/Yellow	Yes
GBL - Medium	90 x 60	Black/Blue/Yellow	Yes
GBL - Small	54 x 48	Black	Yes

29.

29.1 SCOPE OF WORK AND FREQUENCY OF CLEANING

Item – PAX FLOOR				
Mechanized Environmental Support Services (Up-keeping) and Maintenance of Terminal Complex (excluding toilets) including scrubbing and cleaning, wet and dry vacuum cleaning of floors, Internal/External walls including cleaning of metal accessories /surfaces etc. Complete with labour, materials and machines as required as per scope of work. (Passenger Area) (In -----shifts)				
S.No.	Area	Job	Frequency	Machines to be deployed
a) Floor Cleaning				
	City side and Airside corridors /kerb-passenger movement area –Arrival and Departure Lower (Area as detailed in the scope of work)	Wet & Dry Scrubbing with Chemical	Daily Rotation Basis	Walk behind Scrubber-cum-Drier / Ride on Scrubber-cum-Drier/Ride on Scooty Mop
b) Internal & External Walls / Columns :-				
	As detailed in scope of work (painted, non-painted and clad surface)	Wet & Dry Wiping	As per requirement on rotation basis in each shift	Cleaning Kit with Hydraulic Aerial Access platforms and Hiflo Carbontec Pole System or by any other machineries / equipments etc. as required to fulfill contract obligation.
c) Stair cases:-				
	Area as mentioned in scope of work	Sweeping & Mopping with Chemical	As and when required	Manually
d) Skirting/ AC Grills				
	Area as mentioned in scope of work	Scrub Cleaning	Weekly	Manually
e) SS Railings / SS Ballaods / Stainless Steel Queue Manager Systems :-				
	Area as detailed in scope of work	Wet & Dry Wiping	As per requirement in each shift	Manually
f) Check in, immigration, customs, facilitation counters, inspection tables etc.				
	As detailed in scope of work	Wet & Dry Mopping	Daily each shift	Manually
g) Baggage and Passenger Scanning machines				
	Area as detailed	Wiping	As per requirement in	Vacuum Cleaner/

	in scope of work	&vacuuming	each shift	Manually
	Escalators & Elevators	Vacuum Cleaning	As per requirement in each shift	Dry Vacuum Cleaner
	Baggage Conveyor Belts (only passenger area)	Wet & Dry Wiping and Vacuuming	As per requirement in each shift	Wet & Dry Vacuumizing Machine
	Lift Cars & Doors	Wet & Dry wiping	As per requirement in each shift	Manually
	Fire Extinguishers	Wet & Dry wiping	Daily	Manually
	Signage & Display Boards, Pictographs	Wet & Dry Wiping and Vacuuming	As per requirement in each shift	Vacuum Cleaner/ Manually
h) — Drinking water / Fountains Area				
	Area as detailed in the scope of work	Dry Wiping & Vacuuming Wet & Dry	As per requirement in each shift	Wet & Dry Vacuumizing Machine
i) — Venetian blinds / Curtains :				
	Area as detailed in the scope of work	Vacuum Cleaning & Dusting	Weekly	Vacuum Cleaner/ Manually
j) — Door mats :				
	Area as detailed in the scope of work	Dusting & Cleaning	As per requirement in each shift	Vacuum Cleaner/ Manually
k) — Dustbins				
	Dustbins :Area as detailed in the scope of work	Emptying and replacing garbage bags	As per requirement in each shift	Manually
		Complete cleaning & wiping from inside & outside	Weekly	Manually
l) — Garbage Collection and disposal :				
	Area as detailed in the scope of work	Manual	As per requirement in each shift	Trolley / Bins

Item – PAX GLASS FAÇADE				
Mechanized Environmental Support Services (Up-keeping of external / internal façade, cladding, glass panes/partitions/columns) of buildings complete with labour, materials & machines as required as per scope of work. (Passenger Area) (Work is considered for ONE shift only)				
S. No.	Area	Job	Frequency	Machines to be deployed
1	One side/ Both side cleaning of façade / wall & column cladded with ACP etc.	wet & dry cleaning, wiping with approved cleaning material	Entire area to be cleaned at least once in a month and on need basis. Cleaning schedule to be prepared by contractor. Cleaning as per schedule	Cleaning kit with telescopic pole system, Dual Mast aerial work platform or hydraulic access platform / Articulated Z Boom or by

			to be certified by AAI.	any other machinery/ equipment, the contractor has to decide to fulfill contract obligation.
2	Exposed structural steel members /Aluminum frames etc.	Dry wiping, removal of cob webs and removal of bird droppings (if any) etc.	Entire area to be cleaned at least once in a month and on need basis. Cleaning schedule to be prepared by contractor. Cleaning as per schedule to be certified by AAI.	Aluminum ladder of suitable working height or by any other machinery / equipment, the contractor has to decide to fulfill contract obligation.
3	Both side cleaning of glass panes/ partitions	wet & dry cleaning, wiping with approved cleaning material	Entire area to be cleaned at least once in a month and on need basis. Cleaning schedule to be prepared by contractor. Cleaning as per schedule to be certified by AAI.	Glass cleaning Kit with Telescopic Pole System or by any other machinery / equipment, the contractor has to decide to fulfill contract obligation.

Item -- PAX FALSE CEILING (OPTIONAL , IF REQUIRED)

Mechanized Environmental Support Services (Up-keeping of false ceiling) of buildings complete with labour, materials & machines as required as per scope of work. (Passenger Area) (Work is considered for ONE shift only)

S. No.	Area	Job	Frequency	Machines to be deployed
1	False ceiling	Removal of dust, stain markings & Wiping. Cleaning & removal of Cob webs & Vacuuming Wiping of False Ceiling	Entire area to be cleaned at least once in 6 months and on need basis. Cleaning schedule to be prepared by contractor. Cleaning as per schedule to be certified by AAI.	Hydraulic access platform or Z Boom/ Aluminum ladder of suitable working height or by any other machinery / equipment, the contractor has to decide to fulfill contract obligation.

Item -- PAX SPACE FRAME/ OPEN TRUSS (OPTIONAL , IF REQUIRED)

Mechanized Environmental Support Services (Up-keeping of steel space frame / truss structure) of buildings complete with labour, materials & machines as required as per scope of work. (Passenger Area) (Work is considered for ONE shift only)

S. No.	Area	Job	Frequency	Machines to be deployed
1	SPACE FRAME/ OPEN TRUSS	Removal of dust, stain markings & Wiping. Cleaning & removal of Cob webs & Vacuuming Wiping of Space frame/Truss	Entire area to be cleaned at least once in 6 months and on need basis. Cleaning schedule to be prepared by contractor. Cleaning as per schedule to be certified by AAI.	Hydraulic access platform or Articulated Z Boom / Aluminum ladder of suitable working height or by any other machinery / equipment, the contractor has to decide to fulfill contract obligation.

Item – PAX TOILET					
Mechanized Environmental Support Services and maintenance of PAX Toilet blocks in Terminal Complex including scrubbing and cleaning of floors, tiles, Counters, Walls, sanitary fixtures & fittings and cleaning of metal accessories etc. Providing toilets papers, soaps, sanitary cubes, freshener sticks (where automatic dispensers are not available) etc. complete with Dedicated labour, materials & machines as required as per scope of work. (Passenger Area Toilet) (In -----shifts)					
S. NO.	AREA	JOB	FREQUENCY PASSENGER TOILET	VIP TOILETS	MACHINE TO BE DEPLOYED
1	Floor	Scrubbing & Drying	In each Shift	In each Shift & need basis	Single-Disc Scrubber, Drier & steam cleaner
2	Side Wall	Wet & Dry wiping	In each Shift	In each Shift & need basis	Manually
3	Toilet cubicles, walls and fixtures	Wet & Dry wiping	In each Shift	In each Shift & need basis	Manually & steam cleaner
4	Wash basin & Surrounding area	Wet & Dry Cleaning	Every 4 hrs. (Min.) or as required	In each Shift & need basis	Manually & steam cleaner
5	Water tap	Dry wiping	Every 2 hrs. (Min.) or as required	Every 2 hrs. (Min.) or as required	Manually & steam cleaner
6	Mirror	Dry & Stain free	Every 2 hrs. (Min.) or as required	Every 2 hrs. (Min.) or as required	Manually & steam cleaner
7	Cummod's / Urinals	Wet & Dry Cleaning with Chemicals	In each Shift & as per requirement	In each Shift	Manually & steam cleaner
8	Dustbin	Clearance & Cleaning	Every 2 hrs. (Min.) or as required	Every 2 hrs. (Min.) or as required	Manually/ Trolley
9	Ceiling	Vacuuming Cobweb removal & Wiping	Monthly	Weekly	Dry Vacuum Cleaner/Manually
10	Consumable Refilling in toilets	Refilling of Toiletries such as air freshener Sticks, liquid soap, odonil, naphthalene balls, urinal cubes, toilet paper rolls etc. Air freshener Dispenser Refill cartridge	As per requirement in each shift To be replaced as and when required	Periodically In each Shift as per requirement To be replaced as and when required	Manually
11	Toilet floor	Sweeping	As per requirement in each shift	As per requirement in each shift	Manually
12	Toilet floor	Mopping with	As required	As per	Manually

		Chemical		requirement in each shift	
13	Toilet shafts from Basement to Departure	Removal of cob webs	Monthly	=	Vacum Cleaner/ Manually

NOTE: The contractor shall make necessary arrangements to ensure that passenger toilets are exclusively manned on round the clock basis/ as per requirement of airport for effective upkeep and to prevent any pilferage of equipments / fixtures / fittings / consumables etc.

Instruction		High frequency toilets (PAX)		
Procedure	Task	Frequency	Product/Machinery	
	Other than on the floor Empty waste baskets / dust bins	P P		
	Red cloth			
	WC If necessary flush WC Clean the bowl with a toilet brush Clean and dry the toilet brush holder Clean and dry the exterior of the bowl and tank Clean and dry the WC seat and cover Restock toilet paper For Urinals, clean with toilet brush	P	Deodorizing cleaner	
	Yellow cloth			
	Wash basin Damp clean and dry the shelves and lights Spray the mirror and dry with paper towel Clean and dry dispensers of soap and paper towels	P	Deodorizing cleaner	
	Toilet Floor / Fittings Clean all tiled surfaces Clean and dry the exterior of the wash basin, including the external drain pipe Clean the taps, rinse and let dry Remove and clean the drain plug Clean the wash basin, rinse and let dry If necessary, restock the paper towel and soap dispensers		Sanitary cleaner	
			Sanitary cleaner	
	Remove fingerprints from walls, doors, vanities, etc. Damp clean the handles and various bars, switches, etc.	P	Sanitary cleaner	
	Floors Damp mop Scrubbing free areas with a machine	P ID	Sanitary cleaner Glass and synthetic surface cleaner	
	 		Glass and synthetic surface cleaner	
 	Periodically Descal shower heads and wash basins Remove urinary salts and lime scale in the WC Clean the whole surface of doors and walls	1W 1W 1M	Floor neutral cleaner Descaler Descaler Neutral cleaner for surfaces above floors	

Frequency:

D = daily; W = weekly; M = Monthly; P = permanent control & cleaning; C = cleaning control and cleaning; X = cleaning following order/ on request; 1-7 = frequency cleaning/related period

Item – PAX SOFA CARPET				
Mechanized Environmental Support Services and maintenance of passenger chairs, sofas, carpets in terminal Buildings including (Passenger Area) cleaning/ shampooing etc. complete with labour, materials & machines as required as per scope of work. (Passenger Area) (In -----shifts)				
S. NO.	AREA	JOB	FREQUENCY	MACHINE TO BE DEPLOYED
1	Sofa/ Chairs	Dusting	Daily / As & when required (Record to be maintained)	Manual
2	Carpet	Dusting & Vacuum Cleaning	Daily / As & when required (Record to be maintained)	Vacuum Cleaner
3	Sofa/ Chairs	Dusting & Vacuum Cleaning	Weekly / As & when required (Record to be maintained)	Vacuum Cleaner
4	Sofa/Carpet/Chairs	Shampooing /deep cleaning	Quarterly / As & when required (Record to be maintained)	Wet & Dry Vacuum Cleaner with Shampooing accessories

Item – PAVED				
Mechanized Environmental Support Services and Maintenance of Paved/ Metalled areas i/c BMA, kerb area, footpaths etc. of Airport Complex complete with labour, materials & machines as required as per scope of work. (In -----shifts)				
S. NO	AREA	JOB	FREQUENCY	MACHINE TO BE DEPLOYED
1	Broom finished / smooth finished concrete surface Area as detailed in the scope of work	Mechanized Sweeping	In each shift	Walk behind Sweeper / Ride on Sweeper
2	Dust bins / garbage bags	Emptying & replacing with new bags	In each shift / As & when required	Manually
3	Collection and Disposal of garbage – Area as detailed in the scope of work	Clearing and Removal	In each shift / As & when required	Manually / Mechanically
4	Bird Droppings Area as detailed in the scope of work	Clearing and Removal	In each shift / As & when required	Manually / Mechanically
5	Roadside Railing	Wet & Dry wiping	In each shift	Manually
6	Kerb stone or divider	Cleaning & Wiping	In each shift	Manually

Item - OPS AREA & ROADS				
Environmental Support Services and Maintenance of operational area /apron area/approach roads etc. of Airport Complex complete with labour, materials as required as per scope of work. (In -----shifts)				
S. NO	AREA	JOB	FREQUENCY	MACHINE TO BE DEPLOYED

1	Paved Area/ smooth finished concrete surface Area as detailed in the scope of work	Sweeping	In each shift	Long broom or by other means as required fulfilling contract obligation.
2	Dust bins / garbage bags	Emptying & replacing with new bags	In each shift / As & when required	Manually
3	Collection and Disposal of garbage - Area as detailed in the scope of work	Clearing and Removal	In each shift / As & when required	Manually / Mechanically
4	Bird Droppings Area as detailed in the scope of work	Clearing and Removal	In each shift / As & when required	Manually / Mechanically
5	Roadside Railing	Wet & Dry wiping	In each shift	Manually
6	Kerb stone or divider	Cleaning & Wiping	In each shift	Manually
7	Apron/ Road Area	Sweeping/ Clearing and Removal	In each shift/ Per day or rotation basis as per requirement of airport based on movements	Manually / Mechanically

Item - ~~SERVICING OF SENSORS (OPTIONAL , IF REQUIRED)~~

~~Servicing of automatic urinal flushing system as and when required including repairs like soldering electric connection and rectifying water connection employing appropriate technicians to keep the system functional as per the direction.~~

1	The agency will have to maintain all brands of urinal sensors; however major spare parts will be paid on actual usage under the respective item.
2	No labour cost shall be paid towards the removal/ fixing of the fittings replaced
3	The complaint call to be attended within 6 hours from the call, failing which the payment shall not be paid for that urinal for a month and the complaint shall be got attended at risk and cost of the agency without any further intimation to the bidder.
4	Any part not included in the SOQ shall be paid as per actual purchase value with 15% O&P.

Item - NPAX FLOOR

Environmental Support Services (Up-keeping) and Maintenance of offices / Ancillary Buildings (excluding toilets) including scrubbing and cleaning , Internal / External walls including, cleaning of metal accessories /surfaces etc. Complete with labour, materials as required. (Non Passenger Area) (Work is considered for ONE shift only)

S. NO	AREA	JOB	FREQUENCY	MACHINE TO BE DEPLOYED
a) Floor Cleaning				
	All office areas- Area as detailed in the scope of work	Sweeping, Scrubbing, Wet & Dry Mopping / Cleaning with Chemical	One shift Daily	Manually
b) Internal Wall and Columns				
	Area as detailed in scope of work (painted, non-painted and cladded surface)	Wet & Dry Wiping	One shift Daily	Manually
c) AHU's and Electrical Rooms AC grills				

	Area as detailed in the scope of work	Sweeping, Wet & Dry Mopping	As and when required	Manually
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Item - NPAX GLASS FAÇADE				
Environmental Support Services (Up-keeping of external / internal façade, cladding, glass panes/partitions & false ceiling) of buildings complete with labor, materials & machines as required as per scope of work. (Non Passenger Area) (Work is considered for ONE shift only)				
S. NO	AREA	JOB	FREQUENCY	MACHINE TO BE DEPLOYED
1	One side/ Both side cleaning of façade / wall & column cladded with ACP etc.	wet & dry cleaning, wiping with approved cleaning material	Entire area to be cleaned at least once in a month and on need basis. Cleaning schedule to be prepared by contractor. Cleaning as per schedule to be certified by AAI	Cleaning kit with telescopic pole system, Dual Mast aerial work platform or hydraulic access platform or by any other machinery/ equipment, the contractor has to decide to fulfill contract obligation.
2	Exposed structural steel members /Aluminum frames etc.	Dry wiping, removal of cob webs and removal of bird droppings (if any) etc.	Entire area to be cleaned at least once in a month and on need basis. Cleaning schedule to be prepared by contractor. Cleaning as per schedule to be certified by AAI	Aluminum ladder of suitable working height or by any other machinery / equipment, the contractor has to decide to fulfill contract obligation.
3	Both side cleaning of glass panes/ partitions	wet & dry cleaning, wiping with approved cleaning material	Entire area to be cleaned at least once in a month and on need basis. Cleaning schedule to be prepared by contractor. Cleaning as per schedule to be certified by AAI	Glass cleaning Kit with Telescopic Pole System or by any other machinery/ equipment, the contractor has to decide to fulfill contract obligation.

Item - NPAX TOILET				
Mechanized Environmental Support Services and maintenance of Toilet blocks in offices / Ancillary Buildings including scrubbing and cleaning of floors, tiles, Counters, Walls, sanitary fixtures & fittings and cleaning of metal accessories etc. Providing toilets papers, soaps, sanitary cubes, freshener sticks (where automatic dispensers are not available) etc. complete with labour & materials as required as per scope of work. (Non-Passenger Area Toilet) (Work is considered for ONE shift only)				
S. No.	Area	Job	Office / Staff Toilets (One shift / day)	Machines to be deployed
1	Floor	Scrubbing & Drying	In each Shift	Single Disc Scrubber & Drier
2	Side Wall	Wet & Dry wiping	In each Shift	Manually
3	Toilet cubical walls and fixtures	Wet & Dry wiping	In each Shift	Manually

4	Wash basin & surrounding area	Wet & Dry Cleaning	In each Shift	High Pressure Jet & Manually
5	Water tap	Dry wiping	Every 2 hrs. (Min) or as required	Manually
6	Mirror	Dry & Stain free	Every 2 hrs. (Min) or as required	Manually
7	Commodes / Urinal	Wet & Dry Cleaning with Chemicals	In each Shift	High Pressure Jet & manually
8	Dustbin	Clearance & Cleaning	Every 2 hrs. (Min) or as required	Manually / Trolley
9	Ceiling	Vacuuming Cobweb removal & Wiping	Weekly	Dry Vacuum Cleaner / Manually
10	Consumable Refilling in toilets	Refilling of Toiletries such as liquid soap-hand soap, odonil, naphthalene balls, urinal cubes, toilet paper rolls etc.	Periodically in each Shift as per requirement	Manually
11	Toilet floor	Sweeping	As per requirement in each shift	Manually
12	Toilet floor	Mopping with Chemical	As per requirement in each shift	Manually

Item - NPAX SOFA CARPET				
Mechanized Environmental Support Services and maintenance of NPAX Chairs, sofas, carpets in Terminal buildings including cleaning/ dusting/ shampooing etc. complete with labour, materials & machines as required. (Non Passenger Area) (Work is considered for ONE shift only)				
S. NO	AREA	JOB	FREQUENCY	MACHINE TO BE DEPLOYED
1	Sofa/Carpet/Chairs	Shampooing	Yearly (Record to be maintained)	Wet & Dry Vacuum Cleaner with Shampooing accessories

Important Note: For extension of shift for each completed hour proportionate amount as per quoted item rate of services rendered shall be paid.

Agency is required to use G.D. bags of size 36" X 45" & 19" x 21". The ladies toilets shall normally be cleaned by female staff.

The agency is entitled to take away all the above movable items like equipment, furniture, machinery, etc. provided by the agency for the work after completion of the work and release of final bill as directed by the Airport Director or his authorised representative. The tender rates shall include the cost of the same and nothing extra shall be payable on this account.

29.1.2 Frequency for periodic tasks for vendor (to be modified by airport as per requirement)

Task Description	Specifications	Frequency
Bin washing	Al I	1W
Store Room cleaning	Al I	1W
Carpet Shampooing	Across terminal	1Q
Cleaning of Drains	Al I	1W
Façade / Glasses Cleaning	Roadside External	1F
	Roadside Internal facade	1F
	Check-in area Steel Structures	1F
	SHA steel structures	1F
	SHA internal facade	1F
	SHA external facade	1D
	Check in side glasses	1F
	SHA side glasses	1F
Escalator Cleaning Maintenance	All locations	1W
Deep Cleaning of Janitor Rooms / Trolleys	All locations	1W
Restrooms Cleaning Maintenance	Quick cleaning	9D
	Routine cleaning	3D
	Deep cleaning	1W
	Scale removal on fixtures	1F
	Mirror Restoration	1M
	Tiled Floor / Wall Scrubbing	1W
	Cleaning of ceiling / vents	1W
	Steam Cleaning	2W
	Metal Fixture polishing	1W
	Bin washing	2W
Wall corner scrubbing	All locations	1F
Metal Bin polishing	All locations	1F
Granite floor buffing	All locations	1Q
Tiles floor scrubbing	All locations	1W
High raised glass cleaning	All locations	1W
Office deep cleaning	All locations	1W
Passenger chair scrubbing	All locations	1W
Jet pressure wash	Cemented floor	1Q
Plant room cleaning	All locations	1W
Upholstery cleaning	All locations	1Q

Canopy glass cleaning	All locations	1W
Roof top cleaning	All locations	1W
Wooden surface polishing	All locations	1M
Cleaning of perforated metal ceilings	All locations	1W
Ceiling and AC Grill cleaning	All locations	1W
Metal surface polishing (Aerobridges)	All locations	1M
Deep cleaning of smoking lounge	All locations	1W
Cleaning of signage and kids areas	All locations	1W
Cleaning of security hold trays	Domestic & international	1W
Deep cleaning of steel escalators	All	1W
Pan mark removal	All locations	1W
Cleaning of basement areas	All locations	1W
Emergency stairways cleaning	All locations	1W
Sticker and Stain removal	All locations	1W

1D – Once daily; nD – n times daily; 1W – Once weekly; 1F – Once fortnightly; 1M – Once monthly; 1Q – Once quarterly and so on.

Apart from daily cleaning tasks, periodic tasks shall be given on regular basis. All these tasks will repeat on weekly, monthly, quarterly or yearly basis. The Cleaning Frequencies and Schedules shall be given regularly before the shift operation on daily basis.

29.2 MINIMUM LABOUR REQUIRED TO BE DEPLOYED IN VARIOUS SHIFTS SIX DAYS IN A WEEK BASIS

S.NO	SUPERVISOR	OPERATOR	SWEEPER
FIRST SHIFT	NIL	NIL	2
SECOND SHIFT	NIL	NIL	1
THIRD SHIFT	NIL	NIL	NIL
GENERAL SHIFT	1	1	4

Important Note: - One Facility Manager in general shift for overall coordination where QCBS contract is awarded should be deployed by contractor.

One shift means 8 hours duty. The shift timings will be decided by APD or his authorized representative. However deployment of manpower may be redefined by AAI.

Note: Manpower Quantity shown in 29.2 is indicative and bare minimum. **Bidder needs to submit actual quantity to be deployed on the work.**

The ladies toilets shall normally be cleaned by Female staff only however in special circumstances male staff may be allowed with supervision of female employee only if toilet is vacant or vice versa.

The successful bidder shall engage shift supervisor & workmen having qualification as per clause 42.9.1 and shall provide training as per schedule mentioned as per clause 42.9.2 through Central Government's training institutes like Institute of hotel management, Food Craft Institutes, Hunar Se

Rojgar Tak scheme (Ministry of Tourism) or any other agencies which are giving training in the similar field such as Taski, Eureka Forbes, Johnson Diversey, K'ar'rcher and other approved makes etc.

AND

The successful bidder shall provide annual training to all the shift supervisor & workmen through Central Government's training institutes like Institute of hotel management, Food Craft Institutes, Hunar Se Rojgar Tak scheme (Ministry of Tourism) or any other agencies which are giving training in the similar field such as Eureka Forbes, JD, Kurcher and other approved makes etc.

Copy of such certificate shall be submitted by the agency within 30 days from the date of taking over of site. Agency is also required to give refresher course at an interval of 1 year for updating on advancement Failure to this; he will be liable to pay an amount of Rs. 500 /- per month per employee.

29.3 Approximate Area for up keeping

S NO.	Area	
01	Total Floor area of Terminal Building/ Office area/ ancillary building	NIL Sq M (PAX AREA) 5446 Sq M (NON PAX AREA)
02	Total area of Toilets	NIL Sq M (PAX AREA) 174 Sq M (NON PAX AREA)
03	Total paved area	NIL Sq M (PAX AREA) NIL Sq M (NON PAX AREA)
04	Carpet Area/ Sofa area/ Chair area	NIL Sq M (NON PAX AREA) 50 Sq M (NON PAX AREA)
05	Glass & Facade	NIL Sq M (PAX AREA) 528 Sq M (NON PAX AREA)
06	False ceiling (Optional-If required)	NIL Sq M (PAX AREA)
07	PAX SPACE FRAME/ OPEN (Optional-If required)	NIL Sq M (PAX AREA)
08	Total Ops/Apron/ Approach Road area (to be decided by airport as per requirement)	6377 Sq M
09	Total operation of Terminal building	NOT APPLICABLE
10	No of shifts/ day required for Up keeping	One shift
11	Number of toilets	Number of Gents & Ladies toilets in pax area: NIL Number of Gents & Ladies toilets in non pax area: 29
12	Number of physically Challenged toilets	NIL

29.4 Necessary diesel/petrol/fuel & lubricants etc. for smooth running of all the equipments, vehicles and machineries deployed for the work shall be provided by the contractor at his

own expense. In the event of any break down of the plant, vehicles and machineries deployed for the work, the contractor shall take prompt remedial measure to put them back in working condition and nothing extra will be paid. To minimize break down period, necessary spare parts shall be kept readily available at site by the contractor at his own expense.

29.5 The agency is also required to provide specific uniform and safety devices to the manpower deployed at site for the work as detailed below:-

- i) Minimum three sets of uniform as per climatic requirement. (Faded/ torn uniforms not accepted)
- ii) Safety helmets and foot wears are to be provided for the workers.
- iii) Safety belts, protective Goggles, Hand gloves etc. are to be provided as per requirement and nature of job. or as per the safety code given below.
- iv) Specifications of uniform for each set.

Male staff –

Paint	Minimum 3	Dark grey
Shirt	Minimum 3	Light grey
Sweater / Pullover	Minimum 3	Dark Grey
Shoes	Minimum 1 pair	Black
Socks	minimum 3 pair	Grey
Sleeveless coat (Terry cotton) for washroom workers	Minimum 3	colour Dark Grey
Disposable Caps	Minimum 3	per shift

For Female Staff –

As per male staff

Or

Blouse	Minimum 3	Dark grey
Saree	Minimum 3	Light grey
Sweater / Pullover /Cardigan	Minimum 3	Dark Grey
Shoes / Bally (Low Heel)	Minimum 1 pair	Black
Socks	minimum 3 pair	Grey
Sleeveless coat (Terry cotton) for washroom workers	Minimum 3	colour Dark Grey
Disposable Caps	Minimum 3	per shift

Or

Salwar	Minimum 3	Dark grey
Kurta / Shirt	Minimum 3	Light grey
Sweater / Pullover /Cardigan	Minimum 3	Dark Grey
Shoes / Bally (Low Heel)	Minimum 1 pair	Black
Socks	minimum 3 pair	Grey
Sleeveless coat (Terry cotton) for washroom workers	Minimum 3	colour Dark Grey
Disposable Caps	Minimum 3	per shift

- v) Agency shall get printed / stitch companies logo and name on the back and employees name in the front left pocket space shirt, kurta, on the shoulder of the blouse and winter uniform. In case of saree both will be clipped on the front side.

29.6 A register of consumables / non-consumables inventory shall be maintained by the agency. The inwards / outwards / uses shall be recorded per shift / daily basis. This register will be checked by AAI on regular basis. Inspection log shall be maintained by shift supervisor and shall be endorsed by AAI representative on shift basis or as and when required.

29.6.1 Inspection log shall be maintained by shift supervisor and shall be endorsed by AAI representative on shift basis or as and when required.

WASHROOM CLEANING CHECKLIST

Date	CHECK STOCK AS REQUIRED						CLEAN & TIDY HOURLY					MOP AS REQUIRED	Signed by
	Toilet Paper	Paper Towels	Soap	Hand Lotion	Feminine Hygiene	Air Freshener	Toilet	Sink	Mirror	Dispenser	Trash	For Clean Floors	
Supervisor Inspection													
7 am													
9 am													
11 am													
Supervisor Inspection													
3 pm													
5 pm													
7 pm													
Supervisor Inspection													
11 pm													
1 am													
3 am													
Deep Cleaning													

Tick box only if an item has been restocked or completed
Report any faulty or broken items to your supervisor as soon as possible

The above checklist is illustrative and vendor should get his own set of checklists which is comprehensive and cover all key items.

Format for inspection log for the shift supervisor is detailed as above. Supervisor needs to ensure that the log is updated every 2 hours at every toilet location. Inspection logs are to be displayed outside the wash rooms and daily logs to be submitted to AAI on a daily basis (handed over the subsequent day)

29.7 The Contractor shall comply with minimum wages per worker as mandated by Labour Laws –

As of the date of the release of the tender, minimum wages are as follows

1. Highly skilled- Facility Manager : N.A (Can also be considered Market fair rate)
2. Skilled – shift supervisor : Rs. 695/- /day
3. Semi- Skilled – Operator : Rs. 593/- /day
4. Unskilled – Janitors : Rs. 525/- /day

Note: These rates may be abstracted from notification by state/ central Govt from time to time.

However, Contractor is encouraged to pay fair wages above the mentioned minimum rates and pay out incentives in order to ensure minimum attrition and minimal absenteeism. It is also encouraged to have an incentive plan for the employees based on individual performance and based on quality of work delivered, regularity in attendance and any other performance parameters.

29.8 Before the submission of bid documents, bidder's team of housekeeping / cleaning experts is encouraged to survey the airport premises and form a detailed understanding of the overall scope of work.

Basis survey of airport premises, contractor is expected to prepare a detailed work plan of chemical usage (make and monthly consumption quantity), manpower deployment (quantity and qualifications) as well as machinery plan (no. of machines and make) over and above mandated minimum requirement in 13.2 (machinery/equipment), 28.3 (chemicals) and 29.2 (manpower) to ensure high quality upkeep of terminal.

The above along with any other technological innovations which the bidder intends to use during the work to ensure quality output needs to be presented as part of technical evaluation.

Bidders should take note that the work plan presented to AAI during presentation as part of technical evaluation will be binding on the contractor in case of award of work i.e. Manpower quantity and qualifications, chemical make and usage quantities, equipment / machinery quantity and make as described in the presentation will be included as part of the work contract and contractor will be bound to adhere to it at all costs.

30. MODE OF MEASUREMENTS

ITEM – PAX FLOOR

Complete carpet pax area of terminal building intended to be used by passenger shall be measured excluding toilet and such area which is decided by the Airport Director or his authorized representative.

ITEM –PAX GLASS FAÇADE

Complete both sides of glass & visible façade area and its fixing accessories will be the part of this item.

ITEM –PAX FALSE CEILING

Area of false ceiling.

ITEM – PAX TOILET

Carpet area of passenger toilet.

ITEM –PAX SOFA CARPET

- (i) Total area of carpet
- (ii) Total area of seat & front part of back rest.

ITEM – PAVED

Area to be cleaned per shift.

ITEM – OPS AREA & ROADS

Area to be cleaned per shift.

ITEM – SERVICING OF SENSORS

Total number of sensors being used.

ITEM – NPAX FLOOR

Complete carpet area of offices & ancillary building not intended to be used by passenger shall be measured excluding toilet and such area which is decided by Airport Director or his authorized representative.

ITEM –NPAX GLASS FAÇADE

Complete both sides of NPAX glass & visible façade area and its fixing accessories will be the part of this item.

ITEM – NPAX TOILET

Carpet area of non-passenger toilet.

ITEM – ESS NPAX SOFA CARPET

- i. Total area of carpet
- ii. Total area of seat & front part of back rest.

ITEM – OTHER SERVICES

Nos. of manpower provided in one shift.

ITEM – ACCESSARY SUPPLY

As per actual number used.

ITEM- PAX Space Frame-Open Truss

Area as per requirement

31 RECOVERIES

31.1 In case the agency fails to provide the safety devices as specified above an amount of Rs.200/- per head per day for safety devices shall be debited to the contractor's account.

31.2 However, these recoveries as stipulated above do not relieve the contractor to pay, levy of compensation for delay as per clause no. 2 of GCC, in case work is not completed within the stipulated time.

32. PERFORMANCE

The contractor shall perform all works in substantial and acceptable manner in accordance with the plans and specifications and in accordance with such further instructions as may from time to time be given by the Airport Director or his authorised representative. The work must be progressed within such sections and at each time as directed by the Airport Director or his authorised representative.

The contractor shall provide and do everything necessary for the proper cleaning work. It must be clearly understood that the whole of the conditions are intended to be strictly enforced and that no extra charges in respect of extra work will be allowed unless they are clearly outside the spirit and meaning of the conditions or unless such works shall have been ordered in writing by the Airport Director or his authorised representative.

Figured dimensions to be followed in preference to scale dimensions and all dimension and particulars to be taken from the actual work.

33. PRICES

33.1 The rates quoted shall be in Indian Rupees only and inclusive of all taxes and duties, what so ever including excise duty, VAT/Sales tax, labour cess, Octroi if any, work contract

tax, applicable customs duty in case of imported items, labour, tools & plants, packing freight / transportation of items from factory up to the installation site & insurance up to the site, loading, unloading and hoisting arrangement for installation, fee(s) for testing, inspection documents including the fee(s) payable for obtaining statutory license / approval etc. from concerned department but excluding service taxes. Service tax, if applicable, paid by contractor for this work will be reimbursed by AAI on actual basis on production of documentary evidence. **(Clause may be amended as per new guidelines on GST)**

33.2 The quoted rate should not include statutory labour components of PF, ESI and Bonus as per the prevalent Govt. guidelines. All such payment will be reimbursed on production of documentary evidence/ proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities. Any additional statutory taxes by state govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the in-charge”.

33.3 **No escalation on item is applicable, however agency will be entitled to get reimbursement of hike in minimum wages, PF, Bonus, ESI contribution on production of documentary evidence.**

34. NUISANCE

The Contractor shall not at any time do, cause or permit any nuisance on the Site or do anything which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupiers of other properties near the Site and to the Public generally.

35. POWERS OF AIRPORT DIRECTOR OR HIS AUTHORISED REPRESENTATIVE

The powers of the representative of the Airport Director or his authorised representative, are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works.

35.1 The Airport Director or his authorised representative may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Airport Director or his authorised representative and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the Representative of the Airport Director or his authorised representative to the Contractor within the terms of such delegations shall bind the Contractor and AAI as though it had been given by the Airport Director or his authorised representative.

35.2 Failure of the Representative of the Airport Director or his authorised representative to disapprove any work or materials shall not prejudice the power of the Airport Director or his authorised representative thereafter to disapprove such work or materials.

35.3 If the Contractor is dissatisfied with any decision of the authorised representative of the Airport Director, he shall be entitled to refer the matter to the Airport Director who shall thereupon confirm, reverse or vary such decision.

36. Contractor has to ensure positioning of all necessary machinery / equipment / T&P at the time commencement of work. Site will not be handed over if contractor fails to position requisite machinery / equipment / T&P as listed above in contract.

All Trained manpower, consumables and machines etc. shall be positioned from the date of start of work except Hydraulic access platform and dual mast aerial platform. These two machines in case not available on the date of start may be positioned within 30 days from the date of start subject to agency has confirmed their order within 7 days of issue of order. A recovery equal to half of penalty charges (up to 30 days) shall be made.

In addition, no running account bill will be released till the above two machines are positioned for use.

37. The contractor shall have to intimate his Universal PF account code/ no. allotted by regional PF commissioner, ESI registration no. allotted by ESI Corporation and labour license obtained as per the provisions of the contract Labour Act, 1970 within 15 days of award of work, failing which no payment shall be released to the contractor. Where ESI is not applicable contractor has to provide medical cards.

38. If any information furnished by the applicant is found incorrect at any stage not only his tender will be rejected/cancelled but he shall also be liable to be debarred for a period to be decided by the committee duly constituted by the competent authority for tendering/taking up of work in AAI. The department reserves right to verify the particulars furnished by the applicant independently.

39. ~~CLEANLINESS STANDARDS~~

~~Agency is to maintain airport premises and toilet to the required standard to the expectation of airport users. The satisfaction level of the users of the airport shall be measured through an independent survey to be commissioned by AAI through an independent agency. Following two parameters in the survey (Airport service Quality (ASQ)/Customer Satisfaction Index (CSI)) will determine the cleanliness standards being maintained at the airport:~~

- ~~1. General Cleanliness of Airport Premises~~
- ~~2. Cleanliness of Toilets~~

For theses two parameters of Airport, "the target ASQ Score is : Prevailing MoU Target" OR "the target CSI Score is 4.50". ~~If average ASQ/ CSI SOCRE obtained by the contractor is below the target, the contractor shall be liable to be penalized at percentage by which ASQ/ CSI falls below Target ASQ/ CSI for the period of last survey from the current monthly bill payment subject to the maximum of 5% of the monthly bill payment till carrying out the next round of customer satisfaction rating. If ASQ/ CSI value is achieved above Target value, an incentive @ percent by which it is above the Target ASQ/ CSI of monthly bill payments shall be given to the contractor. This incentive may be paid for one month only, every year. **Decision of Airport Director shall be final and binding in this regard**~~

Further if rating consistently falls by 5% for consecutive three quarters, the contract would be recommended for termination.

40. The contractor shall dump garbage / Malba / wastage at specified / demarcated / notified site / ground by the local municipal authorities on his own cost and responsibility and shall not stack building material / malba on the AAI land or road or on the land owned by any other authority, as the

case may be. It will be the responsibility of the contractor in consultation with AAI to identify the dumping site/ground and to get permission from the concerned local authority / corporation on his own responsibilities and expenses. In case, the Contractor is found stacking the building material / malba or any equipment at AAI land /road or any other authority's land as stated above, he shall be liable to be levied penalty and also to face penal action, as decided by the Airport Director or his authorized representative.

Municipal corporation charges for dumping the garbage if any, will be reimbursed to agency.

41. **MOEF norms shall be followed for collection and disposal of garbage.**

42. **Service Level Requirements –**

42.1 **Services Tasks & Responsibilities**

Cleanliness services on specified area / location

42.2 **Overview of responsibilities**

To provide effective services.

To liaise with external suppliers/contractors/consultants to assess external capabilities and competencies and their value to Client, and engage as required

42.3 All service requests given to the agency will be prioritized to enable performance to be monitored and measured, the following categories, timescales and targets have been set.

Category	Definition	Response Time	Target response
EMERGENCY	An unsafe or illegal situation and/or service to customers is being disrupted and/or staff are being prevented from working.	Not more than 15 minutes	100%
URGENT	Imminent potential unsafe or illegal situation and/or service to customers is being disrupted and/or staff are being prevented from working normally	Not more than 1 hour	100%
HIGH PRIORITY	Possible further deterioration but not an unsafe situation or disruption to service to customers	Not more than 8 hours	100%
ROUTINE	Not an unsafe situation, no disruption to customers and only limited inconvenience to staff	Not more than 3 working days	100%
LOW PRIORITY	No customer service impact or inconvenience to staff	Not more than 5 working days	100%

42.4 **Performance Management**

Overall performance will be managed using the following review process.

Quarterly: Performance review.

Annually: Total service delivery review. Meetings will be attended by the Operations Manager the Senior Managers. The meetings will review performance against the service levels as specified in this agreement and performance to budget.

42.5 **Quarterly - Performance Reviews**

Performance measured against the service levels described throughout this agreement will be reported by the agency and reviewed by AAI.

Annually - Total Service Delivery Review

The annual process provides a mechanism for the identification of service opportunities and the need for the enhancement of service/resource, where appropriate. The issues covered in this review and planning exercise include:

Existing services;
Additional services;
Review procedures;
Service levels;
Service changes;

If the Agreement is to be extended, this process will define the framework within which services will be delivered in the following year. Change could reflect changed client needs to provider options as well as extension of the service open to external competition.

42.6 Performance Reporting

Progress Meetings

Daily meetings are held provide a mechanism for service issues identification and resolution planning.

Service standards and conditions

42.7 SOFT SERVICES

ELEMENT	REQUIREMENT
Walls and Skirting	• Internal walls and ceilings are free of dust, grit, lint, soil, film and cobwebs where reachable. • Walls are free of marks caused by furniture, equipment or staff where reachable. • Light switches are free of fingerprints, scuffs and any other marks. • Light covers and diffusers are free of dust, grit, lint and cobwebs. • Polished surfaces are of a uniform lustre
Glass	• Internal surfaces of glass are clear of all streaks, spots and marks, including fingerprints and smudges where reachable. • Window frames, tracks and ledges are clear and free of dust, grit, marks and spots.
Doors	• Internal and external doors and doorframes are free of dust, grit, lint, soil, film, fingerprints and cobwebs. • Doors and doorframes are free of marks caused by furniture, equipment or staff. • Air vents, relief grilles and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and any other marks. • Door tracks and doorjambs are free of grit and other debris. • Polished surfaces are of a uniform lustre.
Hard Floors	• The floor is free of dust, grit, litter, marks and spots, water or other liquids. • The floor is free of build-up at the edges and corners or in traffic lanes.

	• The floor is free of spots, scuffs or scratches on traffic lanes, around furniture and at pivot points. • Inaccessible areas (edges, corners and around furniture) are free of dust, grit, lint and spots. • Buffed floors are of a uniform lustre. • Appropriate signage and precautions are taken regarding pedestrian safety of newly cleaned or wet floors. • Floor is maintained in accordance with AS/NZ 3661.2 (Slip resistance of Pedestrian surfaces Part 1&2- Reduction of slip hazards)
Concrete & Pavers	• After sweeping all areas must be free of dirt, dust leaves and debris. • After spot cleaning, hosing or pressure cleaning concrete & pavers all areas must be free of dust, accumulated dirt, litter, sand and excess water leaving the surfaces clean and reasonably dry
Soft Floors, Matting	• The floor is free of dust, grit, litter, marks and spots, water or other liquids. • The floor is free of stains, spots, scuffs or scratches on traffic lanes, around furniture and at pivot points. • Inaccessible areas (edges, corners and around furniture) are free of dust, grit, lint and spots. • When carpet extraction shampooing is complete, the carpet must be free of all deep seated dirt, stains and soiling and be left in a reasonably dry condition giving a uniform appearance.
Ducts, Grills and Air Vents Optional. To be Decided before tendering by airport)	• All ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and any other marks where reachable. • Diffusers, All ventilation outlets are kept clear and uncluttered following cleaning.
Furnishings and Fixtures	• Hard surface furniture is free of spots, soil, film, dust, fingerprints and spillages. • Soft surface furniture is free from stains, soil, film and dust. • Furniture legs, wheels and castors are free from mop strings, soil, film, dust and cobwebs. • Inaccessible areas (edges, corners, folds and crevices) are free of dust, grit, lint and spots. • All reachable high surfaces are free from dust and cobwebs. • All vertical and horizontal blinds and are free from stains, dust, cobwebs, lint and spoilage where reachable. • Equipment is free of tapes/plastic, etc., which may compromise cleaning. • Furniture has no odour that is distasteful or unpleasant. • Shelves, bench-tops, cupboards are clean inside and out and free of dust and litter or stains. • Internal plants are free of dust and litter. • Waste/rubbish bins or containers are clean inside and out, free of stains and mechanically intact. • Fire extinguishers are free of dust, grit, dirt and cobwebs.
Toilets and Bathroom Fixtures	• Porcelain and plastic surfaces are free from smudges, smears, body fats, soap build-up and mineral deposits. • Metal surfaces, dispensers, shower screens and mirrors are free from streaks, soil, smudges and soap build-up and oxide deposits. • Wall tiles and wall fixtures (including soap and cream dispensers and towel holders) are free of dust, grit, and smudges/streaks, mould, soap build-up and mineral deposits. • Shower curtains and bath mats are free from stains, smudges, smears, odours,

	and mould and body fats. • Plumbing fixtures are free of smudges, dust, soap build-up and mineral deposits. • Bathroom fixtures are free from odours that are distasteful or unpleasant. • Polished surfaces are of a uniform luster. • Sanitary disposal unit external surfaces are clean and functional. • Consumable items are in sufficient supply.
General Tidiness	• The area appears tidy and uncluttered. • Floor space is clear, only occupied by furniture and fittings designed to sit on the floor. • Furniture is maintained in a fashion that allows for cleaning. • Fire access and exit doors are left clear and unhindered.
Odour Control	• The area smells fresh. • There is no odour that is distasteful or unpleasant.

42.8 **Contractor's Responsibility:**

- *To ensure that Up-Keeping of Ancillary building, Offices, Wash Rooms, etc. are maintained in a neat and tidy in shifts as mentioned in tender document.*
- *To provide a healthy and hygienic environment for use of various airport services and facilities by passengers and other public-*
- *To ensure that best Health and Safety practices are adhered to by the housekeeping staff so as to prevent any injuries or illness to any person.*
- *The contractor shall ensure that the staff engaged by them doesn't have a criminal background / police case. The Police clearance of each staff should be obtained before applying for the Airport entry passes.*
- *The contractor shall obtain the Airport entry passes for his staff from BCAS.*
- *To ensure staff is in proper uniform and well groomed.*
- *The contractor shall ensure that none of the staff is allowed to take the Airport Entry passes from work place after duty hours. It shall be the responsibility of the contractor to issue and collect back PIC's at start and end of shift in order to avoid any misuse of PIC's.*
- *It shall be the responsibility of the contractor to collect back PIC of any staff separating from job and deposit the same to issuing authority.*
- *A training officer should be appointed by the vendor who will ensure training of their staff.*
- *All the employees should be made aware of Safety, Security, and Environment requirements.*
- *In event of any untoward situation such as strikes etc. the vendor needs to have a contingency back up manpower to man essential areas such as washrooms and Public areas.*
- *The contractor shall be responsible and liable for any accident caused to Passengers, staff, stakeholders, AAI property etc.*
- *The Contractor should follow all the applicable environmental legal and other requirements communicated by AAI time to time.*
- *The contractor should follow the requirements given in the AAI policy, Vision & Mission statement and it is the responsibility of the contractor to communicate the same to the employees working for him.*
- *The disposal of Waste (Hazardous & Non-hazardous) generated from the cleaning or any other activities of contractor shall be disposed as per Government Waste Management Procedure.*

- It is the responsibility of contractor to impart the training to all personnel on the basic environmental awareness and waste management practices at Airport.
- Contractor should take effort to reduce the resource consumption like electricity, water, fuel from its activities.
- Contractor is bound to comply the requirements raised during the environment inspections of its work area and should submit the action taken report to the concerned officer.
- Contractor should take proper steps to prevent the occurrence of Environmental incidents such as any spillages, leakages of the chemicals, storm water drain contamination etc.
- Contractor should report any environmental incident to AAI Environment department immediately
- Proper training to be given to the employees handling the chemicals to avoid any incidents / injuries.
- The Contractor shall appoint Male Janitors on higher side for Public areas in order to carry out heavy works such as shifting / moving of furniture, chairs etc during cleaning.
- AAI reserves the right to interview all contractor managers, shift incharge, Supervisors and Janitors.
- ~~Contractor shall ensure relieving of areas is done man to man so that at no given time the washrooms are left unmanned.~~

42.9 **Competence Requirements:**

42.9.1 The Contractor shall depute adequately competent and medically fit staff for the job. As a minimum, they should possess the following competence requirements:

Category	Competency	Criteria
Facility Officer / Manager	Age	24 years to 50 years
	Minimum Educational Qualification	Minimum Graduate in Hotel / Hospitality Management/Aviation Industry or equivalent fields.
	Experience	Min 4 yrs. as a Housekeeping Supervisor or Min 2 years as a Facility Manager
	Language	Regional Language, Hindi & English – Proficient
	Skillset	Basic administrative skill, thorough knowledge on Housekeeping Standards & Procedures, Waste Segregation & Management, Cleaning Machinery Operations, & Warehouse
Supervisor	Age	21 years to 50 years
	Minimum Educational Qualification	Graduate
	Experience	Min 2 yrs. as a Housekeeping Supervisor
	Language	Regional Language & Hindi preferable & English - Proficient
	Skillset	Thorough knowledge on Housekeeping Standards & Procedures,
Store Associate	Age	18 years & above
	Minimum Educational Qualification	12th Standard / Graduate
	Experience	Min 1 years as a storekeeper
	Language	Regional Language & Hindi preferable & English - Mandatory
	Skillset	Thorough knowledge Warehouse Management (Issue, Receipt of Materials, Store Set-up, Updating Stock Registers, Preparation of Consumption Reports, Inventories etc.)

Spl. Task Force / Machine Operator	Age	18 years to 45 years
	Minimum Educational Qualification	SSLC
	Experience	Min 2 years in Housekeeping and Trained in machine handling
	Language	Regional Language, Hindi & English – Preferable
	Skillset	Thorough knowledge on Housekeeping Standards & Procedures, Operation of all types of Cleaning Machineries & Access Equipment
Male & Female Cleaning Force	Age	18 years to 45 years
	Minimum Educational Qualification	Any
	Experience	Trained with 2 years of experience in housekeeping services
	Language	Regional Language, Hindi & English – Preferable
	Skillset	Basic knowledge on Housekeeping Standards & Procedures & Cleaning Machinery Operations

42.9.2 Training Levels

Training - Task Performance Skills

- The successful Bidder shall be responsible for carrying out and providing periodic and daily skills training to perform daily tasks. No staff shall be allowed to perform any task unless they are completely trained and competent enough to perform the assigned task.
- In addition to initial training as mentioned above, the successful Bidder shall be responsible to provide refresher training to its employees at minimum 1 day per quarter to each employee and the successful Bidder shall submit the proof for the same.
- The successful Bidder shall provide below mentioned trainings at the time of induction of each employee and all awareness trainings and all expenses shall be borne by the successful Bidder.

Sl. No	Training Topic	Frequency
1	Personal Grooming & Hygiene / Usage of PPE / Behavioral Training	Quarterly
2	Usage of Cleaning Agents and Dilution ratios	Quarterly
3	Housekeeping Procedures – SOPs & Manuals (Various Restroom Cleanings and its timings, Cleaning of Baby Care Rooms, Smoking Rooms, Floor & Fixtures Cleaning, Cross Contamination & Colour Codes, Deep Cleaning etc.)	Quarterly
4	Machinery Usage, Cleaning of tools & Equipment	Quarterly
5	On Job Training	Monthly
6	Lost & Found Procedure	Quarterly
7	Awareness on Integrated Management Services (QMS, EMS, OHSAS, BCM, EnMS)	Half Yearly
8	Waste Management & Disposal (Collection, Segregation, Transportation, Disposal etc.)	Quarterly
9	Aviation Safety & Security / Fire Safety Training	Yearly

42.10 Monitoring, Measurement & Feedback:

The successful Bidder shall attend to any complaints received in connection with the Maintenance Services immediately. Any failure will attract penalty.

Assessment	Response Timeline
Complaint related to spills & breakages	Not more than 10 minutes turnaround time
Replenishment of Restroom	Not more than 10 minutes turnaround time
Complaint related to Dust Control, lower level glass cleaning	Not more than 20 minutes turnaround time
Office Cleaning Request	Not more than 30 minutes turnaround time

Service Quality Audits

42.10.1. External Audits on Airport Service Quality (ASQ):

AAI may engage external agency to audit and assess the airport service quality (ASQ) and in these audits the Successful Bidder shall be responsible for key performance indicators (KPI) related to this Service and ensure to achieve the target service quality levels. SLAs for the same have been specified in clause 39.

42.10.2 Internal Audits on Service Quality Evaluation :

AAI employees or quality audit companies employed by AAI will carry out daily audits / regular audits.

All observations will be quantified and notified to the successful bidder for corrective actions. The successful Bidder shall take timely corrective actions to ensure all observations are resolved within the stipulated period. The following are the areas where the audit will be carried out.

A. Quality of Work,

1. *Cleaning & Housekeeping*
2. *Machine Operation*
3. *Supervision*

B. Quality of Employee/staff of the Successful Bidder,

1. *Skill/Knowledge on work*
2. *Uniform and Appearance*
3. *Personal Hygiene*
4. *Awareness on Airport Standards*
5. *Awareness on Security Requirements*
6. *Behaviour with Passengers*

C. Compliance to Work Schedules, Compliance to Work Procedures, Regular Attendance of Workers, Submission of MIS Report on time &

1. *Attendance Report for Shift*
2. *Assignment Report for Shift*
3. *Work Completion Report for Shift*
4. *Weekly Schedules Completion Report*
5. *Monthly Work Completion Report for Billing*

D. Other Miscellaneous Aspects.

Periodic monitoring, checks, inspection, audits, briefings, meetings, etc. carried out by the Contractor and/or AAI on a regular basis using the checklist provided as per Standard Operating procedures in 42.13 and checklist on 42.14. Infractions recorded on these checklists will be penalized as per clause 14.7

AAI shall have the right to terminate the contract if the services provided by the Agency is not found satisfactory after giving 30 days notice. Similarly the case of foreclosing/ abandoning the contract a written notice of 30 days shall be served by Registered Post or by hand at the respective address notwithstanding the above.

If the contractor is penalized for 10% of his overall monthly work bill over 3 consecutive months as stipulated by conditions in the contract, the contract will be liable to be terminated.

The Agency shall however continue to provide the services as required in the contract for further 90 days or till new tender is awarded, whichever is earlier.

“The decision of Airport Director shall be final in such cases.”

42.11 Any missing / damaged fittings, fixtures, machines or AAI property will be charged to the contractor on actual/ The deductions due to above penalties should not affect minimum wages of staff.

42.12 Agency will install Biometric attendance system for attendance check of their staff from day one. APD or his authorised representative shall have access to it.

42.13 Standard Operating Procedure

Some SOPs are placed below for guidance. Agency has to study before date of start and finalize the SOP as per site requirements. Any SOP which are not placed under shall also be prepared and get approved. The works shall be carried out strictly as per SOP.

A. Shift Supervisor check list for Guest Toilet

Checking-Regular

Sr. No.	Expected Standards	Yes	No
1.	Toilet disinfected inside out		
2.	Chrome fixtures cleaned and shining		
3.	Counter top cleaned and disinfected		
4.	Cabinet/cupboard front cleaned and well stacked		
5.	Washbasin scrubbed and disinfected		
6.	Floor vacuumed and/ or mopped dry		
7.	Windows cleaned and dry wiped		
8.	Garbage bin emptied and garbage bag place in		
9.	Mirror cleaned		
10.	Urinal and commode scrubbed ,cleaned and disinfected		
11.	Soap dispenser cleaned and replenished		
12.	Paper napkin holder cleaned and replenished		
13.	Room freshener sprayed		

14.	Any electrical or civil issues fixed		
15.	Staff member well groomed, well uniformed with name tag		
16.	Staff member acknowledges and greets guests with folded hands saying 'Namaskar' with eye contact and smile		
17.	Staff is able to answer basic questions about the airport (facilities, service & hours of operations etc.)		
18.	Cleaning material and equipments clean and stored invisible to guest		

To be conducted by : Direct Supervisor

To be conducted by : Direct Supervisor			
Sr.No.	Area and activity	Yes	No
1	Check if all blocks, Open area and reception area have been swept and waste removed appropriately.		
2	Check if all Dustbins have been emptied and cleaned.		
3	Check if cleaning, Sweeping & Mopping of floors with Disinfectant cleaner of all the floors including stair cases and all the rooms / halls has been done..		
4	Check if cleaning, sweeping & Mopping of common areas has been done.		
5	Check doors, windows, window glass and grills, window panes, furniture, fixtures, venetian blinds, window edges for cleanliness.		
6	Check if there are any stains, spills, footmarks on floor.		
7	Check if reception area has been swept, mopped and dusted		
8	Check if toilets are clean and dry.		
9	Check working of exhaust fans.		
10	Check stair case cleaning, sweeping & mopping.		
11	Change /check of toilets papers/napkins.		
12	Check if waste papers and any other garbage and blockage and choking from the entire area covered has been removed appropriately.		
13	Check for cleaning of baskets, wastepaper baskets, cobwebs and disposing off all collected refuse at designated site.		
14	Check it cleaning and scrubbing of toilets, wash basins, sanitary fittings, glasses & mirrors and toilets floors has been done.		
15	Check if cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. has been done properly. Check below water level and under rims including areas at hinges and cistern handles. Check if restock of toiletries, including liquid hand soap, Toilet paper, air freshener, and sanitary cubes and Naphthalene balls, toilet papers, tissue papers etc in toilets has been done.		
16	Check if hairs, dust, dirt or any such object are present.		
17	Check if cleaning, sweeping, dusting, mopping, scrubbing of canteen, reception, security rooms, committee room, conference room has been done. Meeting rooms should be checked at regular intervals during the day especially after each meeting).		
18	Check if waste has been removed from office premises.		
19	Check if one Housekeeping personnel is present in front of every toilet.		

B. How to clean a Garbage Bin

Material required for cleaning: Rubber gloves, appropriate shoes, face mask, damp cloth, dry cloth, long handle nylon scrub brush

Cleaning Agents: as specified in 28.3

Operation:

- Wear appropriate shoes, Rubber hand gloves
- Empty the garbage bin
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Place the garbage bin in an area that it can get wet
- Wash it with water preferably hose it down
- Apply the cleaning chemical inside and outside
- Don't forget the top and bottom of the bin
- Scrub it with long handled brush/toilet brush thoroughly
- Let the cleaner sit for few minutes
- Rinse with water
- Dry wipe with dry cloth
- Place the garbage bag in it
- Place the bin at desired place

Cleaning of water Cooler

Materials/cleaning agent required for cleaning:

Protective gloves, Lint free rag, a sponge, cleaning cloths, a stiff brush, spray bottle

Cleaning Agents: as specified in 28.3

Operation:

- Disconnect the unit from the electrical outlet
- Collect all the equipments and cleaning agent
- Drain out the excess water from tray
- Scrub clean the tray with nylon scrub and cleaning solution
- Wash with warm water
- Sponge and wipe dry the tray with rag
- Wipe clean and polish all chrome items from watermarks, smears, make them shiny.
- Clean the outer area of the cooler with cleaning solution
- Wipe the area with dry cloth.
- Dust below the cooler and plumbing fixtures.
- Sweep and dry mop below and around the cooler
- Connect the electrical plug in the outlet
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at designated place

C. Cleaning of drain jail :

Materials required for cleaning: Protective gloves, bucket, Clean wash cloth or hand towel, cleaning cloths, a stiff brush, dry and wet mop

Cleaning Agents: as specified in 28.3

Operation:

- Collect all the equipment's and cleaning agents
- Place the caution sign board at the entrance

- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Spray small amount of cleaning solution on the drain cores.
- Scrub with Scrubber on top and below of drain cores.
- Wash with clean water.
- Mop the drain cover and remove any trace of water from the drain cores or holes.
- Drain holes not to have signs of dirt building or moping. They are to be left smelling fresh.
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at the designated place

D. Cleaning of Glass

Material required for cleaning: Window washer, Window squeeze, Telescopic rod, Glass cleaning bucket, Glass scrapper, Glass duster, Check duster, Ladder (if required) Measuring jar, Safety Belt, Dry vacuum cleaner

Cleaning Agents: as specified in 28.3

Operation:

- Pre-inspect the glass for stains, breakage and cracks, if any
- If there are breakages and cracks inform the supervisor
- Ensure the glasses are dust free and clean
- Use the extension rod, if required
- Use safety belt for the exterior cleaning of the glass
- Use measuring jar and add chemical
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Remove stubborn stains (if any) from the glass using scrapper
- Attach the window washer to the telescopic rod
- Dip the window washer to the telescopic rod
- Squeeze the excess water
- Start cleaning the glass systematically
- Remove the washer from the telescopic rod
- Attach window squeeze
- Start squeezing the water off from the glass
- Clean the squeeze and ledge left over water with check duster
- If any, water stains are remaining on the glass clean it with glass duster
- Repeat 4.4 to 4.12 till the glass cleaning is over
- Check by visual inspection that the glass is sparkling clean
- Collect all equipment and cleaning agents
- Empty the glass cleaning bucket, clean all the equipment
- Store all the equipment and cleaning agent at the designated place

E. Cleaning of Mirrors:

Materials required for cleaning: Protective gloves, Clean wash cloth or hand towel, a sponge, cleaning cloths

Cleaning Agents: as specified in 28.3

Operation:

- Collect all the equipments and cleaning agents
- Place the caution sign board at the entrance
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Use a damp sponge with water only to wipe the mirror.
- Glass cleaner is not recommended for cleaning mirrors because it may leave wipe marks.
- Dry and polish the mirror with a dry cloth.
- Wipe entire area of glass.
- Check for smudges and re-wipe.
- From a distance check the mirror for stains and marks and leave the mirror spotlessly clean.
- All glass surfaces have to be clean and shiny.
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at the designated place

F. Cleaning & Sanitizing of toilet commode

Material/ Cleaning agent required for cleaning: Protective gloves, face mask, Clean wash cloth or hand towel, a sponge, cleaning cloths, a stiff brush, dry and wet mop

Cleaning Agents: as specified in 28.3

Operation:

- Collect all the equipments and cleaning agents
- Place the caution sign board at the entrance
- Check all the bathroom and electrical fittings for maintenance, leakage etc
- Align the wringer trolley in such a manner that it is easily accessible
- Wear appropriate shoes, hand gloves and mask.
- Flush the commode
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Sprinkle the cleaning solution in a circular motion around and inside top of toilet bowl and leave it for 10 minutes.
- Apply cleaning solution on the walls beside and behind the toilet and under the cupboard area.
- Wipe the outside of the toilet bowl and the walls around the toilet with a damp sponge. (Use this sponge / cloth only to clean the toilet. Mark this sponge with special tag or color coding to identify the same.)
- Wipe the pipes leading to the toilet.
- Wipe the walls under the vanity and the drain pipe.
- Use a toilet bowl brush and scrub the inside of the toilet bowl.
- Clean under the rim and the seats.

- Clean the top of the rim of commode, in and around the hinges, bottom of w/c seat cover.
- Flush the toilet.
- Rinse the brush in the toilet once the cleaning is done.
- Dry entire commode, using clean dry cloth removing all marks.
- Polish the walls and pipes with dry cotton cloth.
- Recheck inside w/c bowl especially, under rim and ensure water is clear.
- Close w/c seat cover.
- Commode should be cleaned on a daily basis.
- Use choke cleaner, if required for the smooth water flow
- Always make sure that the commode is stain free, fresh smelling, dry and the water in the bowl is clear.
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at designated place

G. Cleaning of washbasin, counter/under counter/ cupboard (vanity)

Materials/cleaning agent required for cleaning:

Protective gloves, Clean wash cloth or hand towel, a sponge, cleaning cloths, a stiff brush, dry and wet mop

Cleaning Agents: as specified in 28.3

Operation:

- Collect all the equipments and cleaning agents
- Place the caution sign board at the entrance
- Make the area cluster free for cleaning
- Move guest toiletries and other supplies when necessary.
- Place a clean wash cloth or hand towel on that spot and keep the guest toiletries on it.
- Move the guest toiletries with the washcloth or towel.
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Wipe the light fixture and other bathroom fixtures
- Neatly arrange them once the cleaning is completed
- Wash the wastebasket and washbasin:
- Apply a little cleaning solution in the washbasin.
- Scrub inside the washbasin and the tap fixtures with nylon scrubber.
- Wipe the cupboard and the side shelves with diluted cleaning solution .
- Wash with clean water.
- Wash the wastebasket with sponge, rinse it out in the designated area and dry with a clean cloth.
- Rinse your sponge and cleaning clothes as needed.
- Remove the sink stopper.
- Clean counter surface area
- Spray cleaning solutions on the overflow and, under counter fixtures

- Use a stiff brush to clean overflow holes in the sink as dirt often collects in sink overflow drains.
- Using a sponge to wipe all the surfaces.
- Polish with a dry cloth to prevent water spots.
- Wipe dry with towel the entire vanity area, side shelves and inside the washbasin.
- No watermarks on the chrome features or the counter.
- Dust below the vanity cupboard, wooden shelves and inside the vanity cupboard, which conceals the bottle trap and the plumbing fixtures.
- Sweep and mop below the vanity cupboard, Vanity cupboard has to be spotlessly clean with no spots or marks.
- Clean hand drier
- **Cleaning chrome (Taps and fixtures):**
 - All chrome in the bathroom are wiped with a damp cloth, and then polished with a dry rag.
 - All chrome items are free of watermarks, smears, to make them shiny. These include the polished taps, soap holder, toilet paper holder, and towel rod.
 - All chrome fixtures are cleaned and polished dry showing no smears, dirty marks or fingerprints.
 - Take out all equipment and cleaning agents from the washroom
 - Take out the caution sign board
 - Clean all the equipment, empty all the spray bottles
 - Store all the equipment and cleaning agents at designated place

H. **Cleaning of Tiles**

Materials required for cleaning: Protective gloves, Clean wash cloth or hand towel, scrubber, sponge, cleaning cloths

Cleaning Agents: as specified in 28.3

Operation:

- Collect all the equipments and cleaning agents
- Place the caution sign board at the entrance
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Apply diluted cleaning solution on to the scrubber and scrub top to bottom ensuring dirt/hair etc are removed from the tiles.
- Scrub clean small area of the tile and grout and then dry with a sponge.
- Wet sponge with water and remove detergent.
- Tiles have to be cleaned daily with diluted Cleaning solution.
- Wipe dry, leaving no foreign object or marks on the tiles.
- Recheck all tiles to ensure no dirt are left on the tiles.
- Care has to be taken around toilet to make sure all tiles are dry.
- Wipe all surfaces area with a dry cloth.
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at the designated place

I. Cleaning of Toilet Floor:

Materials required for cleaning: Protective gloves, Clean wash cloth or hand towel, a sponge, cleaning cloths, a stiff brush, dry and wet mop, dust pan

Cleaning Agents: as specified in 28.3

Operation:

- Collect all the equipments and cleaning agents
- Place the caution sign board at the entrance
- Sweep the floor start at the farthest point into the bathroom and sweep towards the toilet entrance door; sweep debris into a dust pan.
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Apply diluted cleaning solution on to floor and scrub from farthest point towards entrance, ensuring dirt/dust are scrubbed from entire floor.
- Clean bathroom floor and grout. Be sure to scrub behind the door, under counter and, behind / around toilet base.
- Floors have to be cleaned regularly with diluted Cleaning solution.
- They have to be mopped wet and wipe dry, leaving no dust on the floor.
- Recheck entire floor to ensure no wipe marks are left on the tiles.
- Care has to be taken around W/C and under washbasin, vanity to make sure all floor is dry.
- Wipe all surfaces again with a dry mop.
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at designated place

J. Upholstery cleaning and vacuum fabric:

Materials/cleaning agents required for cleaning: Protective gloves, Vacuum cleaner, Clean damp cloth, brush.

Cleaning Agents: as specified in 28.3

Operation:

- Collect all the equipments and cleaning agents
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Place the caution sign board at the entrance
- Remove loose cushions and place them on the furniture.
- Stain to remove as per stain removal procedure.
- Wipe spills from vinyl or leather furniture with a damp cloth.
- Wipe the fabric with a clean, damp cloth.
- Brush the upholstery with upholstery brush in one direction.
- Upholstery should be dust and stain free at all given times.
- Vacuum fabric surface
- Vacuum the fabric surface or leather surface with at most care.
- Vacuum visible surfaces.

- Vacuum under cushions and in cracks and crevices.
- Be careful while vacuuming under the folds, buttons and other features that collect crumbs and dust.
- Do not damage the buttons, folds and other delicate works on the upholstery.
- Spray Air freshener
- Take out all equipment and cleaning agents
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at the designated place

K. Up keeping of VIP Lounge

Material required for cleaning: Dry mop, wet mop, plastic dustpan, cobweb brush, soft broom, cloth duster, feather brush, glass cleaner, garbage bin, bucket, newspaper

Cleaning Agents: as specified in 28.3

Operation:

- Empty out the waste paper basket in the room
- Cobweb cleaning when required by cobweb brush
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Clean the stains on the wall
- Clean the mirror by glass cleaner with dry cloth duster/ news paper
- Dust all painting , pictures on the wall
- Dust and clean the T.V
- Clean with damp cloth if require
- Clean all artifacts in the room
- Polish all brass items in the room
- Dust clean the sofa & other furniture etc by dry cloth and vacuum cleaner (follow the cleaning SOP)
- Remove dust by dry mop from the floor
- Mop the floor with well squeezed wet mop
- Remove stain if any by damp floor duster
- In case of wall to wall carpet clean with vacuum cleaner and if required shampoo with shampooing machine
- Clean the staircase with dry and wet mop
- Clean the potted plants
- Change the flower decoration daily

Pantry:

- Empty and clean the garbage bin and replace the garbage bag
- Clean the pantry wall with wet mop and cleaning solution
- Clean all sanitary fitting with cleaning solution
- Clean the granite counter top with cleaning solution and clean cotton cloth
- Wipe Clean the cupboards walls and inner shelves with diluted cleaning solution
- Equip the pantry with good quality clean crockery, cutlery and glassware
- Clean and sanitize the pantry fridge
- In case of attached bathroom follow the Cleaning SOP

- ~~• Check all electrical and civil items and report to supervisor for any discrepancy~~
- ~~• Spray room freshener~~
- ~~• Check by visual inspection of the lounge~~
- ~~• Collect all equipment and cleaning agents~~
- ~~• Clean all cleaning equipment & material~~
- ~~• Store all the equipment and cleaning agent at the designated place~~

L. Cleaning & Sanitizing of Urinal

Material/ Cleaning agent required for cleaning: Protective gloves, w/c brush, cleaning cloths, dry and wet mop, measuring jar

Cleaning Agents: as specified in 28.3

Operation:

- Use measuring jar and add chemical and water to fill in the spray bottle
- Flush water
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Spray the solution
- Clean with the help of WC brush
- Use chemical for the stubborn stains
- Clean the external part of urinal pot using chemical and check duster
- Replenish the sanitary cubes
- Spray Air freshener
- Take out all equipment and cleaning agents from the washroom
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents at designated place

M. How to Clean Dust

Material/ Cleaning agent required for cleaning: Duster(Yellow duster / Glass duster / Check duster), Spray bottles, Paint Brush, Measuring Jar

Cleaning Agents: as specified in 28.3

Operation :

- Select the appropriate duster
- For metal surface use Yellow duster
- For Glass surface use Glass duster
- For other surface use check duster
- Use paint brush for those items which can't be clean by the duster
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Use measuring jar and add chemical of water to fill in the spray bottles to make water solution
- Fold the duster
- Spray solution on duster
- Start dusting systematically, clockwise or anti clockwise, from top to bottom, lift each and every items and placing it back in the right position

- Repeat till the complete surface is duster
- Ensure that the surface is clean by visual inspection
- Collect all equipment
- Wash the duster
- Store all the equipment
- Take out the caution sign board
- Clean all the equipment, empty all the spray bottles
- Store all the equipment and cleaning agents

N. Restock, Replenishment of Toilet supplies

Material required: Bathroom amenities, supplies, cloth duster

Operation:

- Bathroom amenities/ supplies have to be replenished daily.
- Empty out the dustbin and wash thoroughly & then sanitize
- Check the paper napkins in the box and replace if empty.
- Remove the protection tab from the tissue box and then pull one tissue and fold in a triangular shape. This will ensure that the other tissues will come out easily when pulled.
- At any given time a full set of standard supplies has to be available in the toilet.
- Check the hand wash dispenser nozzle for the free flow of hand wash soap
- Not to replenish soap till the time it is not less than half the size.
- List of sample supplies used in bathroom:
- Liquid soap
- Tissue Box
- Paper napkin dispenser
- Toilet Roll
- Replacement of toilet paper in Dispenser:
- Check if there are any rolls that need replacing.
- Remove the empty rolls and put in the dustbin.
- Replace the toilet tissue roll when there is less than one third left.
- Replace them with the new ones.
- Install the roll so that the paper feeds over the top away from the wall.
- Fold the ends of the rolls neatly in triangle shape.
- The toilet roll dispensers have to be one complete roll or half at all times.

O. Standard Check list for Cleaning Staff - Guest Toilet

To be Checked-Regularly

Sr No.	Expected Standards	Yes	No
1.	Light switches of the toilet working properly		
2.	Inner and outer body of door including top, bottom and inner edges are clean and shiny		
3.	Frame including outer edges, upper edges and inner edges are in good condition and free of dust		
4.	Door knobs and locks are in working condition		

5.	Bathroom wall paint and mirror is free of spots or marks		
6.	Hinges and ventilation are neat and clean		
7.	Wall lights including the inside of the shade are free of dust and spots		
8.	A/C vent clean and working		
9.	Exhaust fan clean and working(if any)		
10.	Sockets and plates are clean and firmly fixed to the wall, cover plate and electrical hand blower are free of dust and working		
11.	Faucets are polished having no water marks		
12.	Overflow and inner rim are clean, joints are free of dirt		
13.	Hand basin are properly cleaned , stopper is clean and free of mold or residue		
14.	All toilet supplies and amenities are neatly arranged and in good condition, replenish all items as per the set standard		
15.	All pipes and bathroom tiles are clean and free of dust of other residue		
16.	All chrome fixtures are cleaned and polished duly. Ensure no lime scale and soap build up and no mold on grouting		
17.	Toilet seats, covers and bowls are cleaned with no residue left		
18.	Toilet roll holder is clean and roll neatly placed		
19.	Toilet hand spray jet is clean and working properly		
20.	Bathroom floor is clean and dry and tile/marble shiny		
21.	Cleaning material and equipment clean and stored, invisible to guest		
22.	For all electrical and civil complaints, to be immediately inform the superior official.		

P. Up keeping of VIP Lounge

Material required for cleaning: Dry mop, wet mop, plastic dustpan, cobweb brush, soft broom, cloth duster, feather brush, glass cleaner, garbage bin, bucket, newspaper

Cleaning Agents: as specified in 28.3

Operation:

- Empty out the waste paper basket in the room
- Cobweb cleaning when required by cobweb brush
- Mix the Cleaning agent as per the prescribed ratio of manufacturer
- Clean the stains on the wall
- Clean the mirror by glass cleaner with dry cloth duster/ news paper
- Dust all painting , pictures on the wall
- Dust and clean the T.V
- Clean with damp cloth if require
- Clean all artifacts in the room
- Polish all brass items in the room
- Dust clean the sofa & other furniture etc by dry cloth and vacuum cleaner (follow the cleaning SOP)
- Remove dust by dry mop from the floor
- Mop the floor with well-squeezed wet mop
- Remove stain if any by damp floor duster
- In case of wall to wall carpet clean with vacuum cleaner and if required shampoo with shampooing machine
- Clean the staircase with dry and wet mop
- Clean the potted plants

- ~~Change the flower decoration daily~~

Pantry:

- ~~Empty and clean the garbage bin and replace the garbage bag~~
- ~~Clean the pantry wall with wet mop and cleaning solution~~
- ~~Clean all sanitary fitting with cleaning solution~~
- ~~Clean the granite counter top with cleaning solution and clean cotton cloth~~
- ~~Wipe Clean the cupboards walls and inner shelves with diluted cleaning solution~~
- ~~Equip the pantry with good quality clean crockery, cutlery and glassware~~
- ~~Clean and sanitize the pantry fridge~~
- ~~In case of attached bathroom follow the Cleaning SOP~~
- ~~Check all electrical and civil items and report to supervisor for any discrepancy~~
- ~~Spray room freshener~~
- ~~Check by visual inspection of the lounge~~
- ~~Collect all equipment and cleaning agents~~
- ~~Clean all cleaning equipment & material~~
- ~~Store all the equipment and cleaning agent at the designated place~~

42.14 Detailed AAI checklist – Toilet cleaning

Location: _____

Washroom No. : _____

S No.	Theme	Expected Standards	Status (Ok/Not OK)	Infraction units	Remarks
1	Workforce	Staff present for the shift (100% or not)			
		Staff present at the time of inspection			
		Proper staff deployment (Is it <95%?)			
		Staff in full or proper uniform			
2	Toilets / Urinals Infrastructure	All toilets clean and dry			
		Discoloration of toilets not existent			
		Disinfectant used for cleaning			
		Toilet seat covers proper			
		Tissue papers not lying around			
		Clean cubicle door without graffiti			
		WC / EWC Flush working			
		Waterjet in WC/EWC functional			
		Toilet bowl / seat cover is stain free			
		Functional urinals without chokage			
3	Consumables	Hand wash holder present			
		Hand wash holder has soap			
		Hand wash holder not leaking			
		Air freshener machine present			
		Air freshener available in the machine			
		Toilet paper roller present			
		Toilet paper roller has enough paper			
		Toilet paper roller functional			
		Hand tissue container has enough tissues			
		Hand tissue container in proper form			
		Urinal deodorizer blocks present			

		<i>Cleaning material as prescribed in contract</i>			
		<i>Cleaning material available</i>			
		<i>All consumables stock present</i>			
		<i>All consumables stock present at place not visible to passenger</i>			
4	Other Infrastructure	<i>Dustbin present in each cubicle</i>			
		<i>Dustbin present in toilet</i>			
		<i>Cloth hangers present in each cubicle</i>			
		<i>Big sized mirror present in the toilet</i>			
		<i>Door locks are properly working</i>			
		<i>No floor tile broken</i>			
		<i>No wall tile broken</i>			
		<i>No chipping on walls</i>			
		<i>Cleaning equipment present and functional</i>			
5	Cleanliness	<i>No stains on mirror</i>			
		<i>No water logging on the toilet floor</i>			
		<i>No water logging in cubicles</i>			
		<i>No stains on toilet seats</i>			
		<i>Wall paint is proper and no stains on walls</i>			
6	Electronic Fixtures	<i>All urinal Sensors functional</i>			
		<i>All washbasin sensors functional</i>			
		<i>Hand dryer is functional</i>			
		<i>AC and Exhaust are functional</i>			

Sign of Contract Supervisor

Date: _____

Time: _____

Note :

1 The contract Supervisor / representative should accompany AAI Supervisor while inspection is carried out

Signature of AAI Supervisor

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Airports Director, LGBI Airport Guwahati

Name of Work: - Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam.

Contract No: OP-42015(16)/2/2020-APD-NER-GUWAHATI

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P/Sqm/Month	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	OPS AREA & ROADS etc Environmental Support Services and Maintenance of operational area /apron area/approach roads etc. of Airport Complex complete with labour, materials as required as per scope of work. (Non Pax Area) (Rate to be quoted for one shifts)	6377.000	Sq Mtr		0.00	INR Zero Only
2	NPAX FLOOR Environmental Support Services (Up-keeping) and Maintenance of offices / Ancillary Buildings (excluding toilets) including scrubbing and cleaning , Internal / External walls including, cleaning of metal accessories /surfaces etc. Complete with labour, materials as required. (Non Passenger Area) (Rate to be quoted for one shift)complete	5446.000	Sq Mtr		0.00	INR Zero Only

3	NPAX GLASS FAÇADE Environmental Support Services (Up-keeping of external / internal façade, cladding, glass panes/partitions & false ceiling) of buildings complete with labor, materials & machines as required as per scope of work. (Non Passenger Area) (Rate to be quoted for ONE shift)	528.000	Sq Mtr		0.00	INR Zero Only
4	NPAX TOILET Mechanized Environmental Support Services and maintenance of Toilet blocks in offices / Ancillary Buildings including scrubbing and cleaning of floors, tiles, Counters, Walls, sanitary fixtures & fittings and cleaning of metal accessories etc. Providing toilets papers, soaps, sanitary cubes, freshener sticks (where automatic dispensers are not available) etc. complete with labour & materials as required as per scope of work. (Non-Passenger Area Toilet) (Rate to be quoted for one shifts)	174.000	Sq Mtr		0.00	INR Zero Only
5	NPAX SOFA CARPET:- Mechanized Environmental Support Services and maintenance of NPAX Chairs, sofas, carpets in Terminal buildings including cleaning/ dusting/ shampooing etc. complete with labour, materials & machines as required.. (Non-Passenger Area) (Rate to be quoted for ONE shift)	50.000	Sq Mtr		0.00	INR Zero Only
6	OTHER SERVICES (OPTIONAL-IF REQUIRED) Providing following services for the works not covered in the estimate as and when required including necessary tools.					
6.01	Helper Service	40.000	Nos		0.00	INR Zero Only
6.02	Sewer Man Sevices	40.000	Nos		0.00	INR Zero Only
6.03	Computer Operator Services	80.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

AAI's Response to Pre-Bid Queries - Tender ID-2020_AAI_53993_1

Sl. NO.	Clarification ID	Clarification Sought	Authority Response
1	CLAR_7406	Is deploying of facility manager is mandatory as it is not a QCBS contract	Deployment of Facility manager is not mandatory.
2	CLAR_7407	Is this work involves only 6 days in a week And there will be no requirement on Sunday	1. Work involves seven days working. 2. Quantity mentioned in manpower requirement is including leave cover.
3	CLAR_7408	Estimated cost of Rs. 2858429 is it for one year	Estimated cost, put up on Tender is for 1 Year Period only.
4	CLAR_7409	For Helper Service Sewer man Service computer operator service the budget of these services are included in the given estimated cost in the tender document	Estimated cost includes all the expenditure may occur during the contract for one year except GST, Bonus, statutory Hike in wages of workers and Employer's contribution in PF & ESI Component
5	CLAR_7410	Mentioned Nos in the BOQ of helper sewer man computer operator service is it monthly requirement or total requirement of a year If it is total requirement of the year how it will be calculated in the BOQ to determined L1 as we are quoting per month	1. Quantity mentioned in BOQ is for " <i>Helper Service, Sewer Man Services & Computer Operator Services</i> " is total Requirement for one year. (As & when Required basis) 2. Quantity mentioned in BOQ for Item No. 1 to Item No. 5 is monthly requirement and item No. 6 is annual Requirement. 2. Rate to be quoted by the Bidder for " <i>Helper Service, Sewer Man Services & Computer Operator Services</i> " for each quantity(No.) e.g. if one Helper Service is required for a day the rate to be quoted for one No. as Cost of service for a day plus Contractor profit. 3. Rate to be quoted by Bidder against each item " <i>Helper Service, Sewer Man Services & Computer Operator Services</i> " for each service will be multiplied by quantity and 4. For determination of L1 please refer CORRIGENDUM-I.



Ref:- AAI/GHT/OPS/2020/

Dated- 18/08/2020

CORRIGENDUM-I

Name of Work: Mechanized Environmental Support Services (Up-Keeping) of Ancillary Building at LGBI Airport Guwahati, Assam

Ref. to Tender ID – 2020_AAI_53993_1

Following amendments are made in the Tender ID:- 2020_AAI_53993_1_1 for the above mentioned work

1. ENIT Clause 5

The Existing Clause:

The Bidder meeting the minimum eligibility criteria and with lowest bid Prices (L1) shall be deemed as the successful Bidder and shall be considered for further process. In the event that two or more Bidders meeting the minimum eligibility criteria and quoting the same lowest bid Prices (the "Tie Bidder"), the Authority shall identify the selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

To be read as

The Bidder meeting the minimum eligibility criteria and with lowest bid Prices (L1) shall be deemed as the successful Bidder and shall be considered for further process. In the event that two or more Bidders meeting the minimum eligibility criteria and quoting the same lowest bid Prices (the "Tie Bidder"), the Authority shall identify the selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

The financial bid to be compared among all the bidders for determination of L1 will be calculated as follows:

Final value of financial bid by Bidder= (Quantity of Item No. 1 X Rate quoted for item No.1+quantity of Item No. 2XRate quoted for item No.2+quantity of Item No. 3XRate quoted for item No.3+quantity of Item No. 4XRate quoted for item No.4+quantity of Item No. 5XRate quoted for item No.5) x12+quantity of respective Item No. 6X Rate quoted for respective item No.6.

An Example for illustration suppose Bidder ABC Ltd. quoted as follows

Sl. No.	Item	Quantity	Quoted Rate	Amount
1	Ops Area& Road etc	6377 (Q1)	10 (R1)	63770
2	NPAX Floor	5446 (Q2)	5 (R2)	27230
3	NPAX Glass Facade	528 (Q3)	10 (R3)	5280
4	NPAX Toilet	174 (Q4)	10 (R4)	1740
5	NPAX Sofa carpet	50 (Q5)	5 (R5)	250
6	Other Services			
6.01	Helper Service	40 (Q61)	500(R61)	20000
6.02	Sewer Man Service	40 (Q62)	500(R63)	20000

6.03	Computer Operator Service	80 (Q63)	800 (R63)	64000
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Final value of financial bid by Bidder will be calculated as $\{[(Q1XR1) + (Q2XR2) + (Q3XR3) + (Q4XR4) + (Q5XR5) + (Q6XR6)] \times 12 + (Q61XR61) + (Q62XR62) + (Q63XR63)\}$

Accordingly for ABC LTd is $((6377 \times 10 + 5446 \times 5 + 528 \times 10 + 174 \times 10 + 50 \times 5) \times 12 + 40 \times 50 + 40 \times 500 + 80 \times 800 =$
Rs 1283240.

Therefore final value of financial bid for ABC Ltd. will be considered as Rs. 1283240.00.

Accordingly, final value of financial bid of all bidders will be calculated as formulated above for comparison and bid having lowest value will be considered as L1.

All the other terms and conditions will remain same.

GST UNDERTAKING

Undertaking for GST Registration & complying its provisions

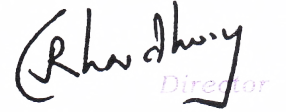
I Mrs. Rina Choudhury Director of NIS Management Limited hereby undertakes that we are registered under GST with registration no. **18AACCN2982P1ZS & 19AACCN2982P2ZP** and complying the GST provision.

I/We hereby undertake that all the Input Tax Credit (ITC) related to the Invoices raised by us for the work of “Mechanized Environmental Support Services (Up-Keeping) of Ancillary building” at LGBI Airport, Guwahati, Assam” will be passed on to AAI.

In case of non-compliance of GST provisions and blockage of any input credit, I/we shall be held Responsible for indemnifying AAI and suitable action may be taken against our company / firm as deemed fit by AAI.

Dated: 21.08.2020

NIS Management Limited



Director

(Signature of the tenderer)

With rubber Stamp



(Amended)

Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number :19AACCN2982P2ZP

1.	Legal Name	NIS MANAGEMENT LIMITED			
2.	Trade Name, if any	NIS MANAGEMENT LIMITED			
3.	Constitution of Business	Public Limited Company			
4.	Address of Principal Place of Business	58/99, PRINCE ANWAR SHAH ROAD, LAKE GARDENS, DHAKA KALIBARI STOPPAGE, Kolkata, West Bengal, 700045			
5.	Date of Liability	01/07/2017			
6.	Date of Validity	From	15/09/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
<i>Signature</i>					
Name					
Designation					
Jurisdictional Office					
9.	Date of issue of Certificate	24/08/2018			
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.					

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on





Details of Additional Place of Business(s)

Annexure A

GSTIN 19AACCN2982P2ZP
Legal Name NIS MANAGEMENT LIMITED
Trade Name, if any NIS MANAGEMENT LIMITED
Total Number of Additional Places of Business(s) in the State 4

Sr. No.	Address
1	489, 2ND FLOOR, OUTPOST, MADURDAHA, KALIKAPUR, Kolkata, West Bengal, 700107
2	816, MADURDAHA, KALIKAPUR, Kolkata, West Bengal, 700107
3	3/1, ALLAUDDIN KHAN BITHI, CITY CENTRE, DURGAPUR, Bardhaman, West Bengal, 713216
4	H/199/1, 2ND FLOOR, OLD BURDWAN ROAD, JHANKAR MORE, Darjeeling, West Bengal, 734005





GSTIN	19AACCN2982P2ZP
Legal Name	NIS MANAGEMENT LIMITED
Trade Name, if any	NIS MANAGEMENT LIMITED

Details of Managing / Whole-time Directors and Key Managerial Persons

1		Name	DEBAJIT CHOUDHURY
		Designation/Status	DIRECTOR
		Resident of State	West Bengal
2		Name	RINA CHOUDHURY
		Designation/Status	DIRECTOR
		Resident of State	West Bengal





(Amended)

Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number :18AACCN2982P1ZS

1.	Legal Name	NIS MANAGEMENT LIMITED			
2.	Trade Name, if any	NIS MANAGEMENT LIIMITED			
3.	Constitution of Business	Public Limited Company			
4.	Address of Principal Place of Business	2ND FLOOR, HOUSE NUMBER 66, Lachit Nagar Main Road, GUWAHATI, Kamrup, Assam, 781007			
5.	Date of Liability	01/07/2017			
6.	Date of Validity	From	12/07/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				
Assam Goods and Services Tax Act, 2017					
<i>Signature</i>					
Name		PHULESWAR BASUMATARY			
Designation		Commercial Tax Officer(Supdt. Of Taxes)			
Jurisdictional Office		GUWAHATI - A - 1			
9. Date of issue of Certificate		07/08/2018			
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.					

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on





Details of Additional Place of Business(s)

Annexure A

GSTIN	18AACCN2982P1ZS
Legal Name	NIS MANAGEMENT LIMITED
Trade Name, if any	NIS MANAGEMENT LIIMITED
Total Number of Additional Places of Business(s) in the State	0





GSTIN	18AACCN2982P1ZS
Legal Name	NIS MANAGEMENT LIMITED
Trade Name, if any	NIS MANAGEMENT LIIMITED

Details of Managing / Whole-time Directors and Key Managerial Persons

1		Name	Debajit Choudhury
		Designation/Status	Director
		Resident of State	West Bengal
2		Name	Rina Choudhury
		Designation/Status	Director
		Resident of State	West Bengal



S.L. No. 41 dt 19th Sept of 2008

MADHU CHHANDA BHATTACHARYYA
NOTARY

Residential Address :
18C, Crematorium St.
KOLKATA - 700 014
T : 2264-2388 (Res.)

Govt. of West Bengal
Registration No. : 88/07
Office : SEALDAH COURT
Room No. : 101 (1st Floor)

Notarial Certificate

TO ALL WHOM THESE PRESENTS SHALL COME, I, MADHU CHHANDA BHATTACHARYYA, appointed by the Government of West Bengal as NOTARY being authorized to practice as such in the District of SEALDAH in the State of West Bengal within which of India, do hereby verify, authenticate, certify, attest and make the execution of the instrument, do hereby declare that the paper writing collectively marked 'A' annexed hereto, having been called the paper 'WARRANTS' is presented before me by the Exponent(s).

General Power of Attorney
The General Power of

Attorney for Rina Chou
Shubdydraf n.s Mangaraj
A.D. S/o. San Gesarjit

And here of 489
Madar fahr Kalika
Kalika
700107

hereafter referred to as the "exponent(s)" on this the _____ day
of _____ Two thousand _____

The exponent(s) having admitted the execution of the "WARRANTS" in my presence before me the presence of the witness, who at such, subscription(s) signature(s) thereon, and being satisfied as to the identity of the Exponent(s) and the said execution of the "WARRANTS" and certify that the said execution is in the respective hand(s) of the exponent(s)

AN ACT, WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE, to serve and avail as and occasion shall or may require.

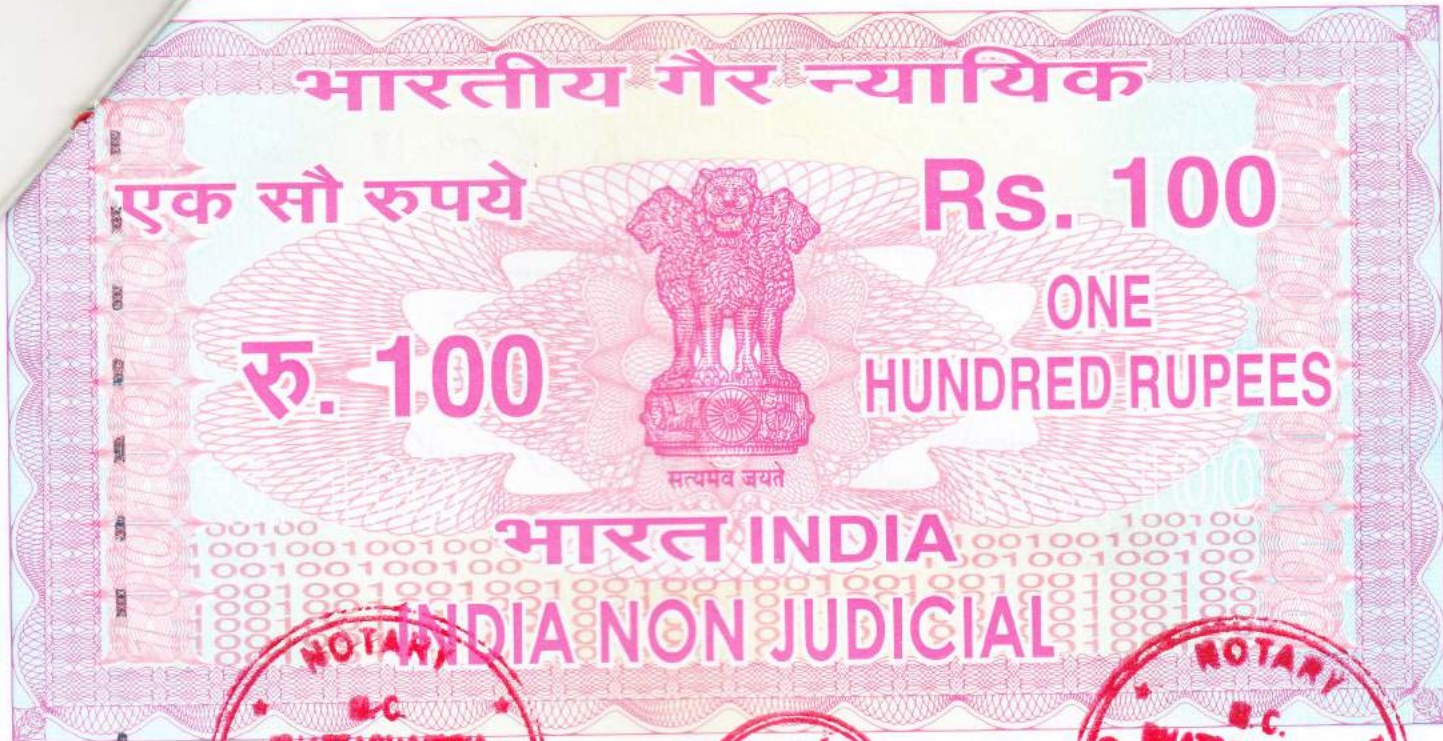
Notarial Stamp on original.

IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY, have hereunto set and subscribed my hand and affix my Notarial seal of office at Sealdah Court at Sealdah in the Dist. at Kolkata on this the _____ day of _____ two thousand _____

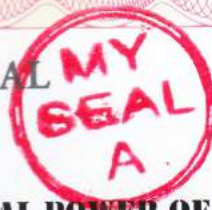
M.C. BHATTACHARYYA
NOTARY
Govt. of W.B.
Regn. No. : 88/07
KOLKATA
20 SEP 2018

NOTARY
M.C. BHATTACHARYYA
SEALDAH
REGN. NO. 88/07
GOVT. OF WEST BENGAL

MADHU CHHANDA BHATTACHARYYA



पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL



GENERAL POWER OF ATTORNEY

KNOW ALL MEN by these presents that I, **DEBAJIT CHOUDHURY**, Managing Director cum Chairman, carrying on business under the name or style of **NIS MANAGEMENT LIMITED**, having it's Registered office at 1st Floor, FL-1A(W), 489 Madurdaha, Kalikapur, Kolkata- 700 107, West Bengal, do hereby authorize **SMT. RINA CHOUDHURY**, Joint Managing Director OF **NIS MANAGEMENT LIMITED**, W/o. Shri Debajit Choudhury and presently residing at 489 Madurdaha, Kalikapur, Kolkata- 700 107, to appear & represent as the **LEGAL AND CONSTITUTED ATTORNEY** for and behalf of the said company to do and/or all of the following acts, deeds and things for the benefit of the company in lawful and appropriate manner. She will be fully responsible for any action taken by her against the interest of the company while doing such act, deed and things.

The attorney shall have power to receive and/or deposit any Cheques, Pay Orders, Drafts, Payments, Earnest Money, Security Deposit, make and submit Running Bills and Challans, accept Cheques, release and receive Payments and for the collection of tender documents and for the tender submission and signing of all the tender papers and Agreement (including Joint Venture Agreement) and for attending the tender committee meeting and to authorize in writing any one of the representative.

Shri Debajit Choudhury, Managing Director cum Chairman, of the Company was authorized to make execute and sign this Power of Attorney by virtue of a Board Resolution of the Company held on **29.06.2018 at 1:00 PM**.

IN WITNESS WHEREOF I have on this **19th Day of September '2018**, signed and executed the Deed and would be valid up to **18th Day of September' 2021**.

Accepted

For NIS Management Ltd.

Rina Choudhury
Joint Managing Director

Debajit Choudhury
Managing Director

Attested By
For NIS Management Ltd.

Managing Director

M.C. BHATTACHARYYA
NOTARY
Govt. of W.B.

MADHU CHHANDA BHATTACHARYYA
88/07 (Regn. No.)
Govt. of West Bengal
Kolkata

20 SEP 2018

ক্রমিক নং 685 তার 14.09.18

বৃন্দা 1007

নাম NIS mamagamel LTD

সাক্ষর 489, Kalikapur

থানা Kal-107

জেলা Kal

সাক্ষর

Abhijit Chatterjee

বাইসেল প্রাপ্ত ট্যাক্স ভোগার, চুড়া অস কোর্ট

অভিজিৎ চ্যাটার্জী



সিদ্ধান্ত

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20 SEP 2018

THE DAY OF 20

PAPER WRITINGS 'A'

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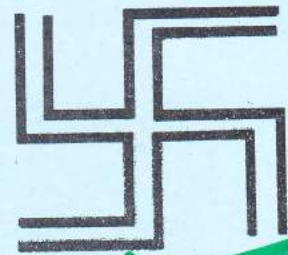
THE RELATED

NOTARIAL CERTIFICATE



M.C. BHATTACHARYYA
NOTARY
GOVT. of W.B.
Regn No. - 88/07
KOLKATA

20 SEP 2018



M.C. Bhattacharyya
MADHU CHHANDA BHATTACHARYYA

NOTARY

Govt. of West Bengal
Registration No.- 88/07
Sealdah Court.

Room No - 101, Kolkata - 14

Residential and Chamber Address :

15C, Crematorium Street

Kolkata - 14

Ph. No - 2284 2388 (Resi)



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF NIS MANAGEMENT LIMITED HELD ON 29TH DAY OF JUNE, 2018, FRIDAY AT 1:00 P.M. AT ITS REGISTERED OFFICE AT 1ST FLOOR, FL-1A(W) 489 MADURDAHA KALIKAPUR, KOLKATA- 700 107.

POWER OF ATTORNEY

“RESOLVED THAT Mr. Debajit Choudhury, Managing Director of the Company, be and is hereby authorised to execute on behalf of the Company, a Power of Attorney in favour of Mrs. Rina Choudhury, Joint Managing Director (“the Attorney”) of the Company granting full power and authorities on behalf of the Company for the following purposes:

1. To execute any agreement with the client.
2. To sign, seal and endorse agreements, purchase order, work order and/or quotations.
3. To represent the Company to participate at various types of tenders.
4. To manage the day to day affairs in carrying out the execution of various projects undertaken.
5. To do all such acts, deeds and things as may be necessary for completion of the projects undertaken.

RESOLVED FURTHER THAT any work carried out by the Attorney about the purposes mentioned above shall be valid and binding upon the Company.

RESOLVED FURTHER THAT the power so granted to the Attorney under this resolution may be revoked, for cause, or without cause, by a resolution of the Board or by a written order by Mr. Debajit Choudhury, Managing Director, at any time in the future.

RESOLVED FURTHER THAT Mr. Debajit Choudhury, Managing Director be and is hereby authorised to do all such acts, deeds, and things as may be necessary to give effect to this resolution.”

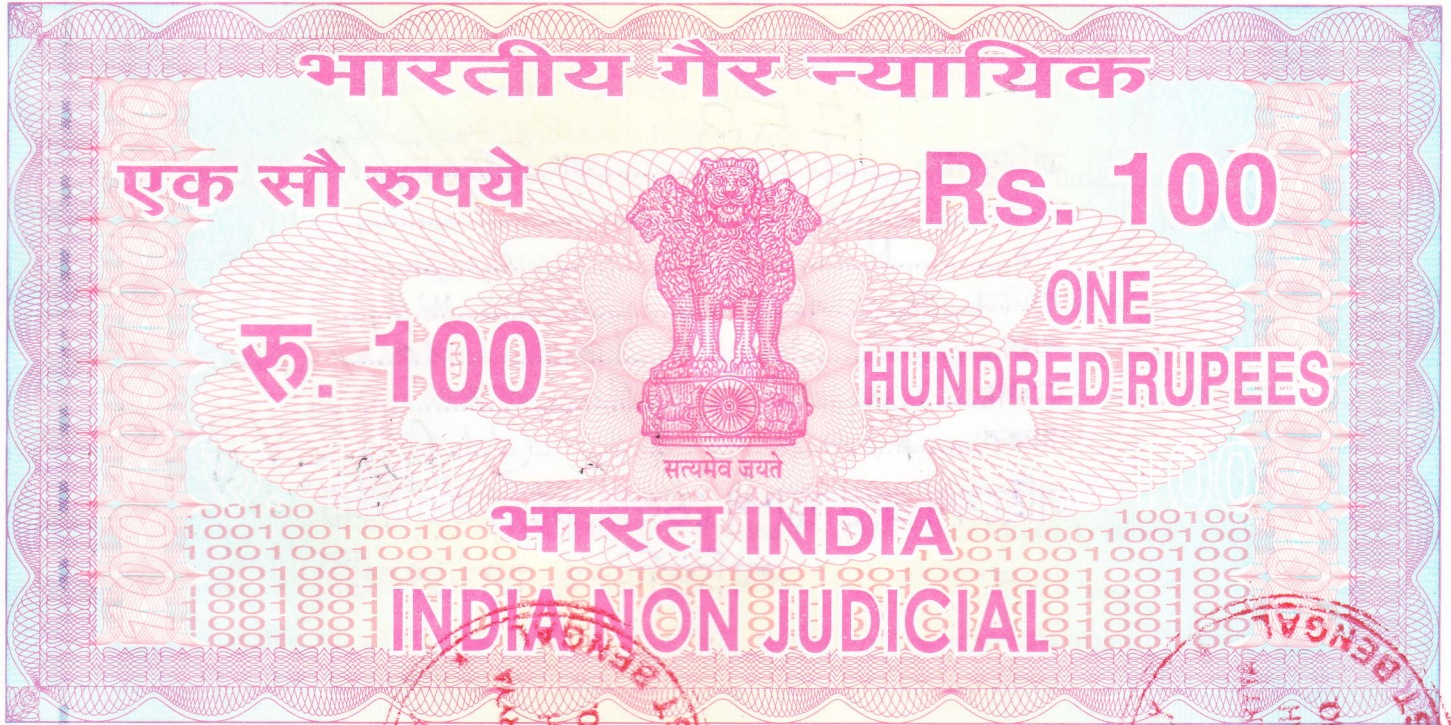
Certified to be True Copy,

For NIS Management Limited

NIS Management Limited

Director

Debajit Choudhury
Managing Director
DIN: 00932489



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AFFIDAVIT

We, Shri Debajit Choudhury, son of Late Shri Sankar Narayan Choudhury, aged 55 years, residing at Flat no. 6A, 489 Madurdaha, Kalikapur, Kolkata- 700017 and Smt. Rina Choudhury, aged 48 years, wife of Shri Debajit Choudhury residing at Flat no. 6A, 489 Madurdaha, Kalikapur, Kolkata- 700017, do solemnly affirm and say as follows:

1. That, we are the Promoter Director of NIS Management Private Limited, previously having its registered office at 58/99 Prince Anwar Shah Road, Kolkata - 700045.
2. That M/s. NIS Management Private Limited has been recently converted from a Private Limited entity to a Limited entity vide a special resolution passed at the meeting of the shareholder's of the Company on the 18th day of June, 2018.
3. That the constitution of our Company changed to a Public Limited entity with effect from 27th day of June, 2018 vide the Certificate of Incorporation consequent to conversion, from the Registrar of Companies, Kolkata, West Bengal.
4. That consequent to the conversion of our Company, we are now a Public Limited concern and hence our name has changed to "NIS Management Limited".

20 SEP 2018

Contd...2



5. That our new registered office address is 1st Floor, FL-1A(W), 489 Madurdaha, Kalikapur, Kolkata- 700107.
6. That we hereby confirm that apart from our company name, nothing has changed so far as our nature of business, operations of the company is concerned.
7. That the change in constitution was done primarily as the company (NIS Management Limited) has decided to go for listing in the stock market.
8. That we will be henceforth using our name as **"NIS Management Limited"** in all business transactions and elsewhere as required.
9. That we have already made applications to different government authorities for updating our Company's name to **"NIS Management Limited"** in their records and the same will be completed in a short while.

We, Shri Debajit Choudhury and Smt. Rina Choudhury, the promoter directors' of **NIS Management Limited** (formerly NIS Management Private Limited) hereby confirm that the contents of the above Affidavit are true to the best of our knowledge and that no part of it is false.

Solemnly affirmed at Kolkata, West Bengal, on this **14th day of September, 2018.**

Signature:

1. Debajit Choudhury: _____

2. Rina Choudhury: _____

Solemnly Affirmed &
Declared Before me
on identification

M. C. BHATTACHARYA



20 SEP 2018

27 = 11
e.e. = 3
M/S = 61

**OFFICE OF THE REGIONAL PROVIDENT FUND COMMISSIONER,
WEST BENGAL**

THE ANDAMAN & NICOBAR ISLANDS

44, PARK STREET, CALCUTTA-700 016

No. R-ENF/SPL/WB/ 28852/598

Dated : 12.10.93

To

The Manager,
M/s. National Investigation & Security,
129, Kemini Sarami, 2nd Floor,
Calcutta - 18.

Sub : Applicability of the Employee's Provident Funds & Miscellaneous Provisions Act, 1952 and the Schemes framed thereunder to :

M/s. National Investigation
and Security,

On the basis of particulars furnished by you on M.L. and on the basis of the inspection of the records of your establishment conducted by the Enforcement Officer on 30.8.93 it is evident that :

(a) Your establishment/factory viz. M/s. National Investigation & Security, engaged in Expert Service which is included in Schedule-I/Class of establishments in Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

(b) That the said establishment/factory has employed 22 (Twenty-two) persons on 1.7.93

(c) That it has completed the infancy period in terms of provisions of Section 16(1)(d) of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 of 3 (three) years on 30.11.90 therefore, the provisions of the E.P.F. and Misc. Provisions Act, 1952 and the Schemes framed thereunder are applicable to your above named establishment together with head office and its branches/departments whether situated at the same place or at different places with effect from 1.7.93 finally/provisionally subject to further verification of your records for the earlier period.

With reference to your application No. 28852 dated 12.10.93 received for extension of E.P.F. & Misc. Provisions Act, 1952 under Section 1(4) of the said Act on a voluntary basis a Code No. is hereby allotted to your establishment namely 28852 provisionally covering your establishment with effect from 1.7.93 pending issue of a notification by the Government of India in exercise of the powers conferred on them by subsection (4) of Section 1 of the E.P.F. and M.P. Act, 1952.

The Code No. WB/ 28852 is allotted to your establishment for the purpose of making compliance with the various provisions of the E.P.F. and Misc. Provisions Act, 1952 and the Schemes framed thereunder namely E.P.F. Scheme, 1952, Employees' Family Pensions Scheme, 1971 and Deposit Linked Insurance Scheme, 1976. The Code No. should invariably be quoted in all the correspondences with this Office.

All the forms prescribed under the Employees' Provident Fund Scheme, 1952, the Family Pension Fund Scheme, 1971 and the Deposit Linked Insurance Scheme, 1976 are available in the P.F. Office and will be supplied free of cost on receipt of your indent, Specimen of forms are enclosed.



Family Pension Scheme will be applicable from prospective date i.e. 1st date of the month of issue of this coverage notice.

Regarding Family Pension Fund contributions, it should be separated from the Employees' Provident Fund Contributions and shown separately in the respective Forms and remitted separately in Account No. 10 from the month of 1.11.93 only.

As regards E.P.F. and E.D.L.I. dues for the period from 1.8.93 the arrear should be remitted on or before 15.11.93.

The receipt of this letter alongwith its enclosures may kindly be acknowledged.

SA
for Regional Provident Fund Commissioner,
West Bengal

Encls. :

- (1) Instructions for Mode of Payment of dues & Submission of Returns.
- (2) Instructions regarding implementation of the Employees' Provident Fund Schemes, Employees' Family Pension Schemes and Employees' Deposit Linked Insurance Scheme.
- (3) Instructions regarding allotment of Account No.
- (4) Instructions regarding transfer of previous P.F. accumulations and transfer of securities.
- (5) Ready Reckoner for calculation of P.F. contributions, Family Pension Contributions and D.L.I. contributions.
- (6) Form-5A (in triplicate).

Copy to :

- (1) The Enforcement Officer Shri/Smt A.K. Das, E.O. for watching compliance. He/She is requested to obtain Form 5A in duplicate in respect of the Establishment immediately.
- (2) Accounts Branch/Sub-regional office. (It is understood that this factory/establishment has no previous Provident Fund accumulations to transfer to E.P.F. This may please be noted in the contributions register maintained in the Group with suitable remarks.)
- (3) Inspection Branch Section. no. of SWS = (13)
- (4) Regional Director, E.S.I.C.

SA
for Regional Provident Fund Commissioner,
West Bengal



INSTRUCTIONS FOR MODE OF PAYMENT OF DUES & SUBMISSION OF RETURNS

The contributions payable by the employer shall be @ $8\frac{1}{3}/10\%$ of basic wages, dearness allowance (including cash value of any food concession if any) and retaining allowance if any payable to such employees every month. The Contribution payable by the employee shall be equal to the contribution payable by the employer.

- I. The contributions shall be calculated on the basis of the basic salary/wages, dearness allowance including cash value of any food concession and retaining allowance if any payable during the whole month whether paid on daily, weekly, fortnightly or monthly basis.
- II. Each contribution shall be calculated to the nearest rupee i.e. 50 Paise or more to be counted as the next higher Rupee and fraction of a Rupee less than 50 Paise to be ignored.
- III. For the purpose of calculation of contribution the wages may be rounded off to the nearest Rupee i.e. 50 Paise or more being taken as one Rupee and less than 50 Paise ignored.

Before paying the member his wages, you shall deduct the employees' contribution from his wages which together with your own contribution and Administrative Charges shall be paid within 15 days of the close of every month in the Accounts of the Fund maintained by the State Bank of India by separate Challans in the following manner :

(a) E.P.F. Contribution	To be deposited in E.P.F. A/c. No. 1.
(b) Administrative Charges	To be deposited in E.P.F. A/c. No. 2.
(c) Family Pension	To be deposited in Employees Family Pension A/c. No. 10.

Notes : (i) The rate of Administrative Charges is 0.37% upto 30-9-86 and 0.65% thereafter subject to minimum of Rs. 5/- w.e.f. 1-12-78 on pay, i.e. basic wages, dearness allowance including cash value of food concession and retaining allowance if any.

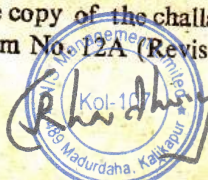
(ii) It may be noted that if timely deductions are not made from the members' wages, the employer will have to pay both the shares himself, as the recovery of arrear contribution for the back period from the subsequent wages of the employees is prohibited except when such recovery would not be made at the appropriate time due to accidental mistake or clerical error.

Besides, making deposit in Account Numbers 1, 2 & 10 as explained above, you are also required to deposit the contributions and administrative charges in A/c. No. 21 & 22 under the Employees' Deposit Linked Insurance Scheme, 1976, in the manner indicated below within 15 days of the close of each month.

I. Deposit Linked Insurance Fund A/c. No. 21. To this account will be deposited the contribution @ 0.5% which will be the aggregate of the basic wages, dearness allowance including cash value of food concession and retaining allowance if any, payable to the employees by the employer.

II. Regional Insurance Fund Administrative A/c. No. 22. To this account will be deposited the administrative charges @ 0.1% upto 30-9-87 and @ 0.01% thereafter which will be the aggregate of basic wages, dearness allowance (including cash value of food concession and retaining allowance if any) payable to the employees by an employer subject to minimum of Rs. 2/- w.e.f. 1-10-87.

The deposit in the above accounts, viz. 1, 2, 10, 21 and 22 are to be made by separate challans and triuplicate copy of the challans as received from the Bank should be forwarded to this office duly attached with Form No. 12A (Revised) explained below :



You are required to maintain/forward the following returns. :

- (i) Form No. 9 under the E.P.F. Scheme, 1952 & Form No. 3 under the F.P.F. Schemes 1971. These are to be submitted to this office once in respect of those employees who are required or entitled to become members on the date the factory/establishment is covered.
- (ii) Form No. 2 under the E.P.F. Scheme, 1952 and also under F.P.F. Scheme, 1971. These are to be obtained in duplicate from every member for submission to this office.
- (iii) Form 5A. This is to be submitted to this office in duplicate. Any subsequent change in ownership is also to be notified to this office through this form.
- (iv) Form No. 3A. This is to be maintained at the Factory/establishment in respect of every employee who is a member in which the contribution paid to the P.F. are to be posted in every month.
- (v) Form No. 6A. This is the annual return of contribution and this is to be submitted to this office within 30 days of the close of the financial year along with Form No. 3A (last contribution to be shown for February payable in March every year)
- (vi) Form No. 12A. This is monthly return of contributions and this is to be submitted to this office by 25th of every following month. Triplicate copies of challans in support of the deposit made in the State Bank of India should be attached with this.
- (vii) Form No. 5 & 10. These are the returns of employees who have become new members or have left the service in the month and are to be submitted to this office by the 15th of the following months.

In case, the employees shown in Form-9 were the members of the establishments Private Provident Fund at commencement of the Scheme, the accumulations in the Provident Fund standing to their credit should be remitted into the State Bank of India to the credit of the E.P.F. Account No. I through the prescribed challans and the triplicate Copy of the challans sent to this office. All the amount relating to the Provident Fund accumulation lying invested in securities should be transferred to the E.P.F. within four months by having the securities transferred to and endorsed in favour of the Central Board of Trustees, Employees' Provident Fund and the Securities thus transferred should be sent to this office. A note containing the instructions in the matter of transfer to these accumulations is enclosed. Cash in hand in relation to the Accounts of the Private Provident Fund should be remitted within 30 days from the date of receipt of this accumulations failing which damages at the prescribed rates will have to be paid by you on the delayed remittance made in cash after the due date.





**EMPLOYEES' PROVIDENT FUND ORGANISATION,
WEST BENGAL, THE A & N ISLANDS & SIKKIM,
(Ministry of Labour, Govt. of India)
REGIONAL OFFICE- Kolkata,
DK BLOCK, SECTOR II, SALT LAKE CITY,
KOLKATA – 700 091**

Tel No. : 2358-6943
Fax No. : 2358-5825

No. R-NE/WB/CAL/28852/Z-21 /CC-III/376

Date: 12/11/2015

To
M/S. NIS Management Pvt.Ltd.
58/99, Prince Anwar Shah Road
Kolkata-700045

Sub: Change of name of M/S.National Investigation & Security, having P.F.code No.
WB/28852.

Sir,

Please refer to your letter dt.30/06/2015 on the subject cited above.

In this connection this is to inform you that the name of your establishment has been changed as **M/S.NIS Management Pvt.Ltd** from **M/S.National Investigation & Security** under P.F.Code No.**WB/28852** and recorded in all the office records at this end. It is also intimated that any liability prior to change of name of the establishment, if arise in future shall be borne by you

Yours faithfully

(H.JAISWAL)

Asst.Provident Fund Commissioner(C.C-III)





कर्मचारी भविष्य निधि संगठन
Employees' Provident Fund Organisation,
(श्रम एवं रोजगार मंत्रालय, भारत सरकार)
(Ministry of Labour & Employment, Govt. of India)
क्षेत्रीय कार्यालय/कोलकाता, Regional Office, Kolkata
डी2र सेक्टर, कबलों.के.,साल्ट लेक सिटी(करुणामई) कोलकाता 700 091
D.K. Block, Sector-II, Salt Lake City, (Karunamoyee), Kolkata 700091
Tel/दूरभाष क्रमांक: 23347838/23586943 Fax/फैक्स क्रमांक: 23585825
E-mail/ई मेल: ro.kolkata@epfindia.gov.in

Ref.No. R-NE/WB/CAL/28852/Z-21/CC-IV/ 132

Date: 08/08/2018

To
The Director
NIS Management Ltd.,
1st floor, Flat-1A(W)
489, Madurdaha, Kalikapur,
Kolkata-700107.

Sub: Change of name and address of the establishment, M/s NIS Management Pvt. Ltd. having PF Code No. WB/CAL/28852.

Sir,

Please refer to your letter dated 23/07/2018 received by this office on 25/07/2018 on the subject cited above.

In this context, this is to mention that the name of M/s NIS Management Pvt. Ltd. has been changed to M/s NIS Management Ltd. in this office records. But in regard to the change of address of your establishment you are directed to submit the copy of latest Trade License and ROC Return in INC-22 immediately. You are also directed to upload latest Form-5A and hardcopy of the same is required to be submitted along with the above mentioned documents.

Yours faithfully

(L.J. MARANDI)

Asst. Provident Fund Commissioner (C.C-IV)





Form-C 11

Registered

REGIONAL OFFICE
EMPLOYEES' STATE INSURANCE CORPORATION
"PANCHDEEP BHAWAN"
5/1, Grant Lane, Calcutta-700012

No. C/INS. BR-VI/41-22334-102Date 27.5.83

M/S. National Investigation & Security
129, Lench Sarani
2nd Floor, East Block, Calcutta-13

Subject : Implementation of the ESI Act, 1948 Registration of Employees' & Factories/Establishments under Section 2(12)/1(5) of the ESI Act, 1948 as amended.

Dear Sirs,

I have to inform that under Section 1(3) of the ESI Act, the Central Government has vide notification No. _____ dated _____ made the provisions of the Act applicable to all factories covered under the Act within the (area) _____

2. I have further to inform you that the appropriate Govt. has extended the provisions of the Act to other establishment under Section 1(5) of the ESI Act with effect from 6-3-83 vide notification No. 206-SS/SS/2H:26/81 dated 20.1.83

3. Under Section 2-A of the Act such a factory/establishment is required to register itself under the Act and Chapter IV thereof cast a responsibility on the Principal Employer thereof to insure its employees and to pay contributions in respect of such employees covered under the Act.

4. On the basis of the particulars in respect of your ~~factory~~/Estt. submitted by you, ~~the report of the inspection conducted by the Insurance Inspector/Local Office Manager of your factory/Estt. on~~ Form 1 dated 17/4/83 your ~~factory~~/estt. falls within the purview of Section ~~2(12)~~/1(5) of the Act w.e.f. 1.7.83 (Prov). In case, however, subsequent facts reveal that your ~~factory~~/establishment was coverable from a date prior to the date mentioned above, you shall make yourself liable to comply with the provisions of the Act from such earlier date.

5. You are requested to take immediate steps for registration of your employees filling in Declaration Forms and payment of contributions, maintenance of records etc., from the date of coverage of your ~~factory~~/establishment under the Act.

6. For the sake of convenience, your ~~factory~~/establishment has been allotted Code No. 4-22334-102 which may kindly be used in all communications sent to this office and all forms at the places indicated for the purpose. The Local Office of the Corporation situated at 15, Darga Rd. Calcutta-17 has been instructed to render necessary assistance to you in connection with registration of your employees. In case you find any difficulty or for any other purpose which may be necessary in connection with Scheme, you are requested to contact the Manager of the above Local Office who will render necessary help in the matter.

(2)

Required forms etc, may please be collected from the Local Office mentioned above, to which all your employees will also be attached.

8. A list of Bank Branches who are authorised to accept ESI contributions is enclosed. You may kindly choose one of those branches convenient to you, under intimation to this office and to the concerned branch of the State Bank of India and deposit the ESI dues in that branch only. In case no intimation is received within 15 days of the receipt of this letter, the amount of contribution deposited in one of the specified branch would be considered as "Nominated Branch" for your factory/establishment.

9. The corporation officials would be pleased to render all necessary and possible assistance to you in discharging your duties and obligations under the ESI Act, 1948 and I am confident of prompt and timely compliance with the provisions of the ESI Act and regulations on your part.

Encl. As above.

Yours faithfully,

ASD Regional Director

Copy forwarded for information and necessary action to :—

1. Insurance Inspector Inspection Zone with the advice to determine the final date of coverage of the Factory/Establishment urgently.
2. The Manager, Local Office.
3. R. R. Branch, R.O., Calcutta.
4. 103-A Branch, R.O., Calcutta.
5. Regional Provident Fund Commissioner, W.B., 44, Park Street, Calcutta 700 016.
6. C-6 Ledger Section, R.O., Calcutta.

Number of Employees :—

Dy. Regional Director

H.P.-6,000-11/92.





Regional Office
EMPLOYEES' STATE INSURANCE CORPORATION
Panchdeep Bhawan, 5/1 Grant Lane

C-11 Regd. with a.d.

To
M/s.MS NIS MANAGEMENT PVT. LTD.
58/99 Prince Anwar Shah Road

Dated : 9/4/2014

,700045

Subject:- Implementation of the E.S.I. Act, 1948 and Registration of Employees of the Factories and Establishments under Section 1(5) of the Act, as amended.

Dear Sir(s),

1. It is informed that under section 1(3) of the esi. act, 1948 is applicable to all factories/establishments covered under the act within the area where your factory/establishment is situated
2. It is further informed that the appropriate government has extended the provisions of the act to other establishments under section 1(5) of the act in this area
3. Under section 2 a of the act such a factory/establishment is required to register itself under the act and chapter iv thereof casts a responsibility on the principal employer thereof to get his employees registered and pay contributions in respect of these employees covered under the act.
4. On the basis of the particulars in respect of your factory/establishment submitted by you, the report of the inspection conducted by the Social Security Officer, who inspected your establishment on -NA-, your establishment falls within the purview of Section 1(5) of the Act with effect from 01/07/1993. In case, however, subsequent facts reveal that your establishment was coverable from a date prior to the date mentioned above, you shall make yourself liable to comply with the provisions of the Act from such earlier date.
5. It is requested to take immediate steps for registration of your employees by submitting declaration forms online, payment of contribution, maintenance of records etc. from the date of coverage of your factory/establishment under the act. **You are also requested to submit employer's registration form (form 01) as required under the provisions of sec.2-a of the esi act , 1948 read with regulation 10-b of the esi(general), regulations, 1950.
6. For the sake of convenience your establishment has been allotted code No **41000223340001018** which may kindly be used in all communications sent to this office and on all forms at the place indicated for the purpose. The Branch Office of the Corporation situated at **3A/3B, Maharani Swarnamoyee Road, Kolkata** has been instructed to render necessary assistance to you in connection with registration of your employees. In case you find any difficulty or for any other purpose which may be necessary in connection with the Scheme you are requested to contact the Manager of the above Branch Office who will render necessary help in the matter.
7. A State wise list^E of ESI Dispensaries is available on our website www.esic.nic.in under the link Directories which can be downloaded. It is requested that publicity may be given about the Employees' State Insurance Dispensaries to enable your employees to choose their E.S.I. Dispensaries



True copy
Suraj
RATNA PRATAP BHATTACHARYA
MANAGER/ASSISTANT DIRECTOR
KOLKATA REGIONAL OFFICE
ESIC/ESIC, W.B. REGION

8. The corporation officials would be pleased to give all necessary and possible guidance to you in discharging your duties and obligations under the esi act, 1948 and I am confident of prompt and timely compliance under the provisions of the ESI act and regulations on your part.

9. All the Branches of State Bank of India are authorized to accept the ESI Contribution .

10. The brochures/leaflets containing benefits available under the scheme and obligation of the employer etc are available on our website www.esic.nic.in under the link Publications which may be downloaded for wide publicity for the smooth functioning of the scheme

11. Please indicate your code no. on all correspondences to avoid delay

Yours faithfully,

Asstt./Dy. Director

Encl. : As state above

Copy for information and necessary action to:

Name of the principal employer : DEBOJIT CHOUDHURY

No. of employees : 0

ENSURE - TO INSURE ALL ELIGIBLE WORKERS WITH ESI FOR TOTAL SOCIAL SECURITY

*True copy
Accepted*
[Signature]
REGIONAL DIRECTOR
REGIONAL OFFICE
KOLKATA/ESI.C. W.B. REGION





No. 41.P.11.13/Misc/Cov/Survey/2013/I & C

Date: 09.04.2014

To
M/s. NIS Management Pvt. Ltd.
58/99, Prince Anwar Shah Road,
Kolkata-700 045.

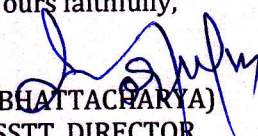
Sir,

Please refer to your letter dated 25.3.2014 requesting this office to issue true copy of registration certificate in respect of your establishment.

As such, true copy of online registration certificate in respect of your establishment is enclosed herewith.

Encl- As above

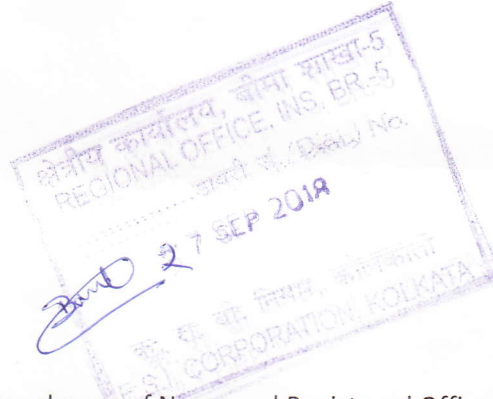
Yours faithfully,


(R. BHATTACHARYA)
ASSTT. DIRECTOR
Inspection Branch



Date: 27th Sep'18.

To
The Manager
Esic Regional Office
5/1 Grant Lane
Kolkata: 700001.



Sub: Information regarding change of Name and Registered Office Address of
NIS Management Private Limited.

Ref: Establishment Registration No.: -41000223340001018

Dear Sir/Madam,

This is to inform to your good office that consequent upon change in the status of our Company / Establishment from "Private Limited Company" to " Limited Company", the name and Registered office address of our Company has been changed from "NIS MANAGEMENT PRIVATE LIMITED" Registered Office :58/99, Prince Anwar Shah Road, Kolkata 700045 to "**NIS MANAGEMENT LIMITED**" **Registered Office : 1st Floor, FL-1A(W), 489 Madurdaha, Kalikapur, Kolkata, West Bengal, India, 700107** with effect from 27th June 2018.

Therefore we request your esteemed authority to kindly effect the changes in all such records kept with your office wherever the old name appears.

In support of the said changes, a copy of the new Certificate of Incorporation consequent upon change of name issued by Registrar of Companies, Kolkata is enclosed herewith for your perusal and record.

Thanking You

Yours faithfully

For NIS Management Limited


Pritam Chatterjee

Assistant General Manager.

Enclosed: As above

1. Incorporation consequent.
2. Trade Licence.
3. *Cancel Cheque.*





Regional Office
EMPLOYEES' STATE INSURANCE CORPORATION
Panchdeep Bhawan, 5/1 Grant Lane

C-11 Regd. with a.d.

To
M/s.NIS MANAGEMENT LIMITED

Dated : 29/05/2010

1st Floor, FI-1A(W), 489, Madurdaha,
Kalikapur, Kolkata
700107

Sub : Implementation of the E.S.I. act, 1948 and Registration of Employees of the Factories and Establishments under Section 1(3)/1(5) of the ESI Act, as amended.

Dear Sir(s),

1. It is informed that under section 1(3) of the ESI Act, 1948 is applicable to all factories covered under the Act within the area where your factory is situated.
2. It is further informed that the appropriate Government has extended the provisions of the Act to other establishments Under Section 1(5) of the Act in this area
3. Under Section 2 A of the Act such a factory/establishment is required to register itself under the Act and Chapter IV thereof casts a responsibility on the principal employer thereof to get his employees registered and pay contributions in respect of these employees covered under the Act.
4. On the basis of the particulars in respect of your factory/establishment submitted by you/ on the basis of the report of the inspection conducted by the Social Security Officer, who inspected your establishment on -NA-, your establishment falls within the purview of Section 1(5) of the Act with effect from 01/07/1993. In case, however, subsequent facts reveal that your establishment was coverable from a date prior to the date mentioned above, you shall make yourself liable to comply with the provisions of the Act from such earlier date.
5. It is requested to take immediate steps for registration of your employees by submitting declaration forms online, payment of contribution, maintenance of records etc. from the date of coverage of your factory/establishment under the act.
6. You are also requested to submit employer's registration form (form 01) on line, as required under the provisions of sec.2-A of the ESI Act , 1948 read with regulation 10-B of the ESI(General), Regulations, 1950(only in case your Code No. is allotted as a result of Survey by a Social Security Officer of ESI Corporation).
7. For the sake of convenience your factory/establishment has been allotted code No **41000223340001018** which may kindly be used in all communications sent to this office and on all forms at the place indicated for the purpose. The Branch Office of the Corporation situated at **3A/3B, Maharani Swarnamoyee Road, Kolkata** has been instructed to render necessary assistance to you in connection with registration of your employees. In case you find any difficulty or for any other purpose which may be necessary in connection with the Scheme you are requested to contact the Manager of the above Branch Office who will render necessary help in the matter.



8. A State wise list of ESI Dispensaries is available on our website www.esic.nic.in under the link Directories which can be downloaded. It is requested that publicity may be given about the Employees' State Insurance Dispensaries to enable your employees to choose their E.S.I. Dispensaries

9. The Corporation officials would be pleased to give all necessary and possible guidance to you in discharging your duties and obligations under the ESI Act, 1948 and I am confident of prompt and timely compliance under the provisions of the ESI Act and Regulations on your part.

10. All the Branches of State Bank of India are authorized to accept the ESI Contribution.

11. The brochures/leaflets containing benefits available under the scheme and obligation of the employer etc are available on our website www.esic.nic.in under the link Publications which may be downloaded for wide publicity for the smooth functioning of the Scheme

12. Please indicate your Code No. on all correspondences to avoid delay

13. This is a computer generated letter and does not require any signature.

Yours faithfully,

Asstt./Dy. Director

Encl. : As state above

Copy for information and necessary action to:

Name of the principal employer : DEBAJIT CHOUDHURY

No. of employees : 0

ENSURE - TO INSURE ALL ELIGIBLE WORKERS WITH ESI FOR TOTAL SOCIAL SECURITY



ANNEXURE - 5**PRE CONTRACT INTEGRITY PACT**

This Pact made this **21st day of August 2020** between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

NIS Management Limited represented by **Mrs. Rina Choudhury Director** of the other part, hereinafter called the "Bidder/Contractor "(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for "**Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam**". The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization " Transparency International" (T I) headquartered in Berlin (Germany).The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for "**Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam**". In response to the NIT **AAI/GHT/OPS/2020/MESS/AB** dated **29.07.2020** Contractor is signing the contract for execution of "**Mechanized Environmental Support Services (Up-Keeping) of Ancillary building at LGBI Airport, Guwahati, Assam**".

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other

NIS Management Limited

(Rina Choudhury)
Director

GCC

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corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices,

- specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt Practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in

the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender.

The term „relative“ for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub- contractor(s) and associate(s) whose value of the work contribution exceeds Rs 2.0 Crores.(Rupees Two Crore only.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 1.5 Crs. (Rupees One Crore Fifty Lacs .) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.
While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.
6. Sanctions for Violations/ Disqualification from tender process and exclusion from future Contracts.

NIS Management Limited


Director

GCC

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- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor"s recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. **Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:**

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. **Independent External Monitor(s),**

- 8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.

- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word „Monitor" would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at Kolkata on 21.08.2020

Buyer Name of the Officer Designation Deptt./Ministry/PSU Witness 1. _____ 2. _____	BIDDER CHIEF EXECUTIVE OFFICER NIS Management Limited <i>R. H. Shrivastava</i> Director Witness 1. <i>A. Paul</i> _____ 2. <i>[Signature]</i> _____
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जारी भारतीय स्टेट बैंक
Issuing Branch: GUWAHATI MEDICAL COLLEGE
क्रैडिट कोड / CODE No: 07700
Tel No. 0361-2461319

मांगद्राफ्ट
DEMAND DRAFT

Key: SEBJUN
Sr. No: 194134

2 1 0 8 2 0 2 0
D D M M Y Y Y Y

मांगे जानेपर AIRPORTS AUTHORITY OF INDIA *****
ON DEMAND PAY

या उनके आदेश पर
OR ORDER

रुपये RUPEES

One Thousand One Hundred and Twenty Only

अदा करें

₹

1120.00

IOI 000525898726
Name of Applicant

Key: SEBJUN Sr. No: 194134
NIS MANAGEMENT LTD

AMOUNT BELOW 1121(1/4)

मूल्य प्राप्त / VALUE RECEIVED

भारतीय स्टेट बैंक

STATE BANK OF INDIA

अदाकर्ता शाखा / DRAWEE BRANCH: GUWAHATI AIRPORT

क्रैडिट कोड / CODE No: 03776

प्रधिकृत हस्ताक्षरकर्ता

AUTHORIZED SIGNATORY

शाखा प्रबंधक

BRANCH MANAGER

कम्प्यूटर द्वारा मुद्रित होने पर ही वैध
VALID ONLY IF COMPUTER PRINTED

वैधता 3 माहों के लिए वैध
VALID FOR 3 MONTHS ONLY

₹ 1,50,000/- एवं अधिक के लिखत दो अधिकारियों द्वारा हस्ताक्षरित होने पर ही वैध है।
INSTRUMENTS FOR ₹ 1,50,000/- & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

PRASANTA BHADURI
SS NO. B-10505

⑈898726⑈ 000002000⑈ 000525⑈ 16

आयी भारतीय स्टेट बैंक
Issuing Branch: GUWAHATI MEDICAL COLLEGE
कोड नं. / CODE No: 07700
Tel No. 0361-2461319

मांगड्राफ्ट
DEMAND DRAFT

Key: NUMGEN
Sr. No: 508831

2 1 0 8 2 0 2 0
D D M M Y Y Y Y

मांगे जानेपर AIRPORTS AUTHORITY OF INDIA *****

या उनके आदेश पर
OR ORDER

ON DEMAND PAY

Fifty Seven Thousand One Hundred and Sixty Nine Only

रुपये RUPEES

अदा करें

₹

57169.00

IOI 000525898725
Name of Applicant

Key: NUMGEN Sr. No: 508831
NIS MANAGEMENT LTD

AMOUNT BELOW 57170(5/5)

मूल्य प्राप्त / VALUE RECEIVED

भारतीय स्टेट बैंक

STATE BANK OF INDIA

जुदाकर्ता शाखा / DRAWEE BRANCH: GUWAHATI AIRPORT

कोड नं. / CODE No: 03776

प्राधिकृत हस्ताक्षरकर्ता
AUTHORIZED SIGNATORY

शाखा प्रबंधक
BRANCH MANAGER

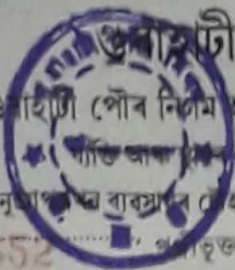
कंप्यूटर द्वारा मुद्रित होने पर ही वैध
VALID ONLY IF COMPUTER PRINTED

केवल 3 महीने के लिए वैध
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PRASANTA BHADURI
SS NO. B-10505

⑈B98725⑈ 000002000⑈ 000525⑈ 16



ମଦୁରାହାଟି ପୌର ନିଗମ, ଓଡ଼ିଶା

(୧୯୬୯ ଚନର ଓଡ଼ିଶା ପୌର ନିଗମ ଆଇନ ଆକ ସଂଶ୍ଳିଷ୍ଟ ଆଇନ-ବିଧି, ନିୟମ ଅନୁଯାୟୀ ଦିଆ ଅନୁଜ୍ଞା)

(ଏହି ଅନୁଜ୍ଞାପତ୍ର ବାବଦରେ କେବଳ ଏହି ଅନୁଜ୍ଞା ହସ୍ତାନ୍ତର କରିବ ଦିଆ ନହେବ।)

(ଏହି ଅନୁଜ୍ଞାପତ୍ର ବାବଦରେ କେବଳ ଏହି ଅନୁଜ୍ଞା ହସ୍ତାନ୍ତର କରିବ ଦିଆ ନହେବ।)

କ୍ରମିକ ନମ୍ବର 133552 ପ୍ରମାଣିତ ନମ୍ବର 1937 ତାରିଖ 16/6/14

୧୯୬୯ ଚନର ଓଡ଼ିଶା ପୌର ନିଗମ ଆଇନ ଅନୁଯାୟୀ ଓଡ଼ିଶା ପୌର ନିଗମ ଏଲେକାବ ଅନ୍ତର୍ଗତ

ସ୍ଥାନ ଅବସ୍ଥିତ ଚୌହଦତ ୨୦/୪ ୨୦୧୫ ଚନର ବାବେ Contract & Supply of

ଚଳାବଳେ ମାଲିକ/ମୁନେଜାର/ଫାର୍ମ/କମ୍ପାନୀକ N/S Management Pvt. Ltd.

ପିତା Shri. Sanjay Narayan Choudhury (ହାତ) ୩୨.୩୦.୩୭.୦୧୦. କେ. ୧୩.୯ ନିବାସୀ

ଏହି ଅନୁଜ୍ଞା ଦିଆ ହେଲା।

ଏହି ଅନୁଜ୍ଞା ଓଡ଼ିଶା ପୌର ନିଗମ ଆଇନ ଆକ ସଂଶ୍ଳିଷ୍ଟ ବିଧି ନିୟମ ସାପେକ୍ଷେ ୨୦/୪ ୨୦୧୫ ଚନର ୩୧ ମାର୍ଚ୍ଚ ତାରିଖରେ

ବଳବତ୍ ଥାକିବ। ପୌର ନିଗମେ ଆବେଦନ କରା ବା ବିଧି ନିୟମତ ଉଲ୍ଲେଖିତ ଚର୍ଚ୍ଚାଦି ଉଦ୍ଧ କରିବେ ଆଇନର ବିଧାନ ଅନୁଯାୟୀ ଯିକୋନୋ ସମୟରେ

ଏହି ଅନୁଜ୍ଞା ବଦ, ନାକଚ ବା ପ୍ରତ୍ୟାହାର କରିବ ପରା ଯାବ।

ଅନୁଜ୍ଞା ମାଚୁଳ ପୋରା ହେଲା

ବଚିଦ ନଂ 193580

7500/-

ଟକା Seven Thousand Five Hundred only

ତାରିଖ 16.6.14

16/6/14

ଅନୁଜ୍ଞାପନ ବିଷୟ

ଓଡ଼ିଶା ପୌର ନିଗମ

ଓଡ଼ିଶା

The company's name has been changed as N/S Management Ltd. in lieu of N/S Management Pvt. Ltd. vide office order no. GLS/52/24/2018-19/13N dated 08.11.18.

Licence Branch South Zone

ଓଡ଼ିଶା ପୌର ନିଗମ ଓଡ଼ିଶା

(ବିଃ ସଂ - ଏହି ଅନୁଜ୍ଞାପତ୍ର ଭାଲଦେବେ ରାଖିବ ଆକ ନବୀକରଣର ବାବେ ଉପଯୁକ୍ତ ସମୟର କାର୍ଯ୍ୟାଳୟର ଦାଖଲ କରିବ)

ବର୍ଷ	ବଳବତ୍ ଥକାର ଶେଷ ତାରିଖ	ମାଚୁଳର ପରିମାଣ	ବଚିଦ ନମ୍ବର ତାରିଖ	ଅବିମାନା ପରିମାଣ	ବଚିଦ ନଂ, ତାଂ	ଦାବୀପତ୍ରର ପ୍ରସଦ	ଅନୁଜ୍ଞାପନ ବିଷୟର ଚଢ଼ୀ	ଆୟତ୍ତର ଚଢ଼ୀ
2014-15	31.3.15	7500/-	193580 16/6/14	-	-	103		
2015-16	31.3.16	8650/-	324202 21/7/15	-	-	21/7/15		21/7/15
2016-17	31.3.17	8650/-	425111 12/05/16	-	-	12/05/16		12/05/16
2017-18	31.3.18	8650/-	536966 7/6/17	-	-	7/6/17		7/6/17
2018-19	31.3.19	8650/-	628649 05/05/18	-	-	05/05/18		05/05/18
2019-20	31.3.20	8650/-	732157 30/4/19	-	-	30/4/19		30/4/19
2020-21	31.3.21	8650/-	823187 27/07/20	-	-	27/07/20		27/07/20

Management Ltd. KOL-17 Maduraha, Kalyan



Certificate of Enlistment e-Receipt

Licence Department,Kolkata Municipal Corporation
Certificate of Enlistment

Printed On: 22/06/2020

RECEIPT INFORMATION

Financial Year : 2020-2021

Receipt No :
E/05/2020/505249

Receipt Date : 22/06/2020 14:39:01

Transaction Id : 052020000042074
C.E. No : 0048 0610 0580
Demand Type : Renewal
Demand Nature : PRIMARY(0)
Assessee No : 311080531891
M/S : NIS MANAGEMENT LIMITED
Name of CE Holder: DEBAJIT CHOUDHURY & RINA CHOUDHURY
Buisness Address : 489 MADURDAH 1ST FLOOR, FL NO-1A(W), KALIKAPUR KOLKATA 700107
Ward No : 108
Nature of Trade : COMPANY (DEALING NON FOOD ITEMS) - MANAGEMENT SERVICE PROVIDER

Parameter : Unit Value
AREA : 500
WITH AC : N

Section No	Description (As per KMC Act, 1980)	Amount(Rs)
199	Certificate of Enlistment	400.00
238(2)	Water Supply	200.00
435/435A	Non-Residential Use	1500.00
	Processing Fee	50.00

Total Amount Paid(Rs) : 2150.00

Amount in Words : Rupees Two Thousand One Hundred Fifty only

Note: This receipt read with the demand notice will be treated as Certificate of Enlistment



E. and O.E.



This document being an e-Receipt for Certificate of Enlistment, does not require any signature



Certificate of Enlistment e-Receipt

Licence Department,Kolkata Municipal Corporation
Certificate of Enlistment

Printed On: 22/06/2020

RECEIPT INFORMATION

Financial Year : 2020-2021

Receipt No :
E/05/2020/505238

Receipt Date : 22/06/2020 14:31:58

Transaction Id : 0520200000042062
C.E. No : 0048 9610 0584
Demand Type : Renewal
Demand Nature : PRIMARY(0)
Assessee No : 311080531891
M/S : NIS MANAGEMENT LIMITED
Name of CE Holder: DEBAJIT CHOUDHURY & RINA CHOUDHURY
Business Address : 489 MADURDAH 1ST FLOOR, FL-1A(W), KALIKAPUR KOLKATA 700107
Ward No : 108
Nature of Trade : COMPANY (DEALING NON FOOD ITEMS) - HOUSEKEEPING SUPPLIER

Parameter : Unit Value
AREA : 500
WITH AC : Y

Section No	Description (As per KMC Act, 1980)	Amount(Rs)
199	Certificate of Enlistment	400.00
238(2)	Water Supply	200.00
435/435A	Non-Residential Use	1500.00
	Processing Fee	50.00

Total Amount Paid(Rs) : 2150.00

Amount in Words : Rupees Two Thousand One Hundred Fifty only

Note: This receipt read with the demand notice will be treated as Certificate of Enlistment



E. and O.E.



Signature Not Verified

This document being an e-Receipt for Certificate of Enlistment, does not require any signature

Digitally signed by TILAK RAJ

Date: 2020.11.03 19:14:28 IST

Location: eProcurement System for
Central PSUs