

**Name of work: Job Contract for Data Processing Services at Dehradun Airport,
Dehradun, Dehradun.**



AIRPORTS AUTHORITY OF INDIA
Dehradun Airport, Dehradun– 248140

TENDER DOCUMENT

Name of work: :- **Job Contract for Data Processing Services at Dehradun Airport,
Dehradun**

TENDER NO:-AAI/DDN/HRM/Job-Contract/ MW-02/2018/

Last Date of submission of the Tender: 09.03.2018 (18:00 hrs.)

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NAME OF WORK: Job Contract for Data Processing Services at Dehradun Airport, Dehradun for the period of 06 Months.

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Airport Authority of India
Dehradun Airport
Notice Inviting Tender

1. Item rate Tenders are invited through E-tendering portal by Manager (HR), AAI, Dehradun Airport on behalf of Airport Director, Dehradun Airport, A.A.I. from the eligible contractors for the work “**Job contract for Data Processing Services at Dehradun Airport** ” at an estimated cost of **Rs. 4,28,465/-** with period of completion **06 (six) Months**.

The tendering process is online at e-portal URL address <http://etenders.gov.in/eprocure/appor> or www.aai.aero. Aspiring bidders may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP-portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home Page after log in to the CPP-portal <http://etenders.gov.in/eprocure/appor> 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 through path aai.aero/tender/e-tender/helpdesk support.

- (i) For any technical related queries call the Helpdesk. The 24 x 7 Help Desk details are as below:-

Tel: 0120-4200462, 0120-4001002, Mobile: 91 8826246593,

E-mail: support-eproc@nic.in

Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue with the contact details.

For any further technical assistance with regard to functioning of CPP portal the bidder may contact to the following AAI help desk number on all working days only between

- (ii) 08.00 hrs to 20.00 hrs (Mon-Sat)-

011-24632950, Ext-3512 (Six Lines), E-Mail:- eprochelp@aai.aero

- (iii) 09.30 hrs to 18.00 hrs (Mon-Fri)-

011-24632950, Ext-3523, E-Mail:- etendersupport@aai.aero,

sanjeevkumar@aai.aero and snita@aai.aero.

- (iv) 09.30hrs to 18.00 hrs (Mon-Fri)-

011-24657900, E-Mail:- gmitichq@aai.aero

Tender Processing fee of **Rs.1180/-(i/c GST) Non-refundable** in favor of “**Airports Authority of India**” payable at Dehradun will be required to be paid in the form of Demand Draft drawn from Nationalized or any Scheduled Bank (but not from co-operative or Gramin bank). The original Demand Draft against Tender Processing Fee should reach be post/courier/ given in person to the concerned officials, within 3 days of the last date of bid submission or as specified in the Tender Document. The details of Demand Draft/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

2. Following 3 envelopes shall be submitted through online at CPP- portal by the bidder as per the following schedule:-

CRITICAL DATASHEET

Publishing Date	28.02.2018
Bid Document Download/Sale Start Date	01.03.2018 from 09.30 hrs
Clarification Start Date	01.03.2018 from 09.30 hrs
Clarification End Date	05.03.2018 upto 18.00 hrs
Bid Submission Start Date	01.03.2018 from 09.30 hrs
Bid Submission End Date	10.03.2018 upto 18.00 hrs
Last Date and time of submission of original Demand Draft against EMD and Tender Processing Fee, Signed hard copy of AAI Unconditional Acceptance Letter.	14.03.2018 upto 18.00 hrs
Bid Opening Date (Envelope-I)	16.03.2018 at 11.00 hrs
Bid Opening Date (Envelope-II & III)	To be intimated later through CPP Portal
Tender Processing Fee	Rs. 1180/- (i/c GST) Non-refundable.
EMD	Rs. 8,570/- in the form of Demand Draft/ FDR

Envelope-I:- Containing qualifying requirements of Contractor/ Firm:-

The tenderers shall submit their application only at CPP portal <https://etender.gov.in/eprocure/app>. Tenderer/ Contractor are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents along with scanned copy of Demand Draft for Tender Processing Fee. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.

Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Qualifying requirements of Contractors/Firms:

- i) Agency should have Permanent Account Number (PAN) and GST Registration Certificate.
- ii) The Agency Should have satisfactorily completed (Phase / Part completion of the scope of work in a contract shall not be considered, **however pre determined phasing of the work will be accepted**) three works, each of **Rs.1,71,386/-** or two works, each of **Rs.2,14,232/-** or one work of **Rs. 3,42,765/-** in single contract of similar nature of work providing Data Entry Operators during last seven years ending on **31/01/2018** in India.

“The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.”

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. **Firms showing work experience certificate from Non- government / Non-PSU organizations should submit copy of tax deduction at source certificate in support of their claim for having experience of stipulated value of work.**

- iii) Should have annualized average financial turnover of **Rs. 1,28,540/-** against works executed during last three years ending 31st March of previous financial year. As proof, 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) Having at least 2 years similar business experience (similar experience includes supply of manpower for Data Entry)
- v) Employees Provident Fund registration certificate
- vi) Employees State Insurance Corporation registration certificate

Envelope-II:- Technical Bid containing scanned copy of Unconditional Acceptance of AAI's Tender Conditions and EMD.

Scanned copy of earnest money deposit (EMD) of value **Rs. 8,570/-** in the form of Demand Draft / FDR in favor of "**Airports Authority of India**" payable at Dehradun as stipulated in the notice inviting tender may be submitted in "Tech Bid Folder" in Technical Bid/ Attachments section of e-tendering portal along with Unconditional Acceptance of AAI's Tender Conditions (Performa given in page no. UA-1 of Tender Document).

Envelope-III:- The Financial e-Bid through CPP portal.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then 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 quoted 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.

3. Original EMD, Tender Processing Fee and hard copy of signed Unconditional Acceptance of AAI's Tender Conditions to be sent to the **MANAGER(HR), Airports Authority of India, Jolly Grant Airport, Dehradun – 248 140** and should reach to Bid Manager before the date & time mentioned in **CRITICAL DATA SHEET**. Tender of the tenderer whose EMD, Cost of Tender Processing Fee and Unconditional Acceptance of AAI's Tender Conditions are not received by the time of the opening of pre-qualification of tender then their tenders will be summarily rejected. Any postal delay will not be entertained.

4. Bids Opening process is as below:-

Envelope-I: containing Documents for pre-qualification bid (uploaded by the contractors / firms) shall be opened as per **CRITICAL DATA SHEET**. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/ firms through e-tendering portal.

Envelope-II: Technical bid opening date shall be mentioned in **CRITICAL DATA SHEET**. (Depending on pre-qualification, any changes in the date shall be intimates through CPP portal).

If any clarification is needed from the bidder about the deficiency in his uploaded document in Envelope -I and Envelope-II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/ documents within time specified by AAI, failing which tender will be liable for rejection.

Envelope-III: The financial bids of the contractors/ firms found to be meeting the qualifying requirements and technical criteria shall be as per **CRITICAL DATA SHEET**. **(Depending on Technical Bid evaluation the date shall be intimated through CPP Portal).**

5. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off of tender process at any stage without assigning any reason.
6. AAI reserves the right to disallow issue of tender documents to working agencies whose performance at ongoing project(s) is below par and unusually poor and has been issued letter restrain / Temporary / Permanent debar by any department of AAI. **AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information/documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAI shall take following action:**
 - a) **Forfeit the entire amount of EMD submitted by the firm.**
 - b) **The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.**
7. Consortium/ JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
8. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.
9. Concessions to Indian Micro & Small Enterprises (MSEs) units will be given as per the provisions (para-10) of Public procurement Policy for MSEs order 2012, MSEs(Micro & Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicrafts and handloom etc....



MANAGER (HR)
For & behalf of Airport Director, ,
AIRPORTS AUTHORITY OF INDIA
Dehradun Airport.

CHECK LIST

Name of Work:- Job contract for Data Processing Services at Dehradun Airport, Dehradun.

Ref No	Qualifying criterion	Particulars	Enclosure check list
(1)	(2)	(3)	(4)
1	Name & Registered office Address of the Applicant		
2	Name, Address, Telephone, Fax No., e-mail address of the authorized contact person of the agency for further communication.	Name : Address: Ph. No.: Mobile No.: Fax No.: E-mail ID:	
3	Envelope-I shall contain scanned copy of		
a	Check List		Duly filled and signed Check list. YES/NO
b	Tender Processing Fee	Tender Processing Fee for an amount of Rs1,180/- in the form of Demand Draft payable at Dehradun Airport	Self attested copy of DD uploaded & original shall be reach to Bid Manager before due date as per e-NIT YES/NO
e	Permanent Account No.(PAN)	Scanned copy of PAN card	Copy enclosed: YES/NO
f	GST Registration Certificate	Scanned copy of GST Registration	Copy enclosed: YES/NO

g	<p>Certificates from clients of having satisfactorily completed similar works during last 7 (seven) years ending on 30.01.2018.</p> <p>a) Three works of Rs.1,71,386/- of similar nature</p> <p>b) Two works of Rs.2,14,232/- of similar nature</p> <p>c) One Work of Rs. 3,,42,765/- of similar nature</p>	<p>Details of the three/ two/ one work as applicable.</p> <p>Work No.1/2/3</p> <p>Applicable to Client:</p> <p>Name of Work:</p> <p>Work Order / Agreement No. and Date:</p> <p>Value of Work:</p> <p>Stipulated Date of Completion as per Agreement:</p> <p>Actual Date of Completion:</p> <p>Completion Cost:</p>			<p>Copy of Client certificates / Work order, BOQ enclosed: Yes/No.</p>								
h	<p>Whether experience from Govt. organizations or Private clients?</p>	<p>Govt. Organization / Private client (Tick whichever is applicable. In case experience of Private Clients, TDS certificate from clients to be enclosed)</p>			<p>TDS certificate enclosed: YES/NO</p>								
i	<p><u>TURNOVER:</u> Annualized average financial turnover equivalent to Indian Rupees Rs.1,28,540/- during last three financial</p>	<table border="1"> <thead> <tr> <th>Year</th> <th>Turnover (In Lacs)</th> <th>Profit / Loss (In Lacs.)</th> </tr> </thead> <tbody> <tr> <td>2014-15</td> <td></td> <td></td> </tr> <tr> <td>2015-16</td> <td></td> <td></td> </tr> </tbody> </table>	Year	Turnover (In Lacs)	Profit / Loss (In Lacs.)	2014-15			2015-16				<p>Proof of turnover enclosed (Abridged balance sheet & Profit & Loss A/c)</p>
Year	Turnover (In Lacs)	Profit / Loss (In Lacs.)											
2014-15													
2015-16													

	years	2016-17			YES/NO
		Average			
j	Annexure "2" (GST component of rates in %)	Annexure 2 giving GST % of rates			Given YES/NO
k	Annexure "3" (Undertaking regarding GST compliance)	Annexure 3 giving undertaking regarding GST compliance			Given YES/NO
l	Annexure "4" (Undertaking if EMD is in the form of FDR)	Annexure 4 giving undertaking if EMD is in the form of FDR			Given YES/NO
4	Envelope-II shall contain scanned copy of				
a	EMD	EMD in the form of Demand Draft/ FDR payable at Dehradun Airport			Self attested copy of DD/ FDR uploaded & original shall be reach to Bid Manager before due date as per e-NIT YES/NO
b	Unconditional Acceptance Letter	Format given at page UA-1 of Tender document			Scanned copy of duly signed & stamped unconditional Acceptance Letter uploaded & original shall be reach to Bid Manager before due date as per e-NIT YES/NO

5	Envelope-III shall contain		
a	Price/Financial e- Bid	To be quoted online through CPP portal www.etenders.gov.in	
6	Any other information		

DECLARATION

I/We, (_____) hereby declare that the documents submitted/enclosed for the tender are true to the best of my/our knowledge and belief. I/We further undertake that in case any of the documents submitted by me/us, is found to be forged/false at any stage, I/We may be debarred from AAI for taking participation in all future AAI works, my/our EMD may be forfeited & any other suitable action may be taken against me/us as deemed fit by AAI.

Place:

Signature

Date:

Authorized Signatory of the contractor/Firm

Section-II

INSTRUCTIONS TO BIDDERS

Terms & conditions:

01. Security deposit : The EMD amount of Rs. 8,570/- of the successful tenderer shall be adjusted in the running bills against Security Deposit @ 10% of the bill amount. The total amount of Security Deposit shall be released after the three months of successful completion of work or final payment whichever is later.

02. The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- (Rupees Hundred only) and the cost of the stamp paper shall be borne by the agency.

03. Tenderer shall intimate the names of persons employed or going to be employed by him, who are near relatives* of AAI employees. *The term NEAR RELATIVE means Spouse/children/parents/grandparents/brothers/ sisters/uncles/aunts/ blood relation/ Cousins and their corresponding in-laws.

04. **Refund of EMD:** - The refund of EMD of bidder who fail to qualify the eligibility/technical stage shall be initiated automatically within 7 days of the rejection. For all bidders whose financial bids are opened, the refund of EMD except for L1 Bidder shall be processed within 7 days of opening of the financial bid.

05. The EMD of tenderers, who withdraw, change or alter or vary the tender during the period of validity, would be forfeited. The EMD of the successful tenderer will also be liable to forfeiture if he does not fulfill any of the following conditions:-

i) Furnishing of Security Deposit / FDR in favour of AAI for an amount equivalent to 10% of the total value of the contract amount within 15 days of the receipt of the letter awarding the contract failing which the same shall be deducted from running bill of the contractor with adjustment of EMD in Security Deposit.

ii) Execution of the agreement within 20 days of the receipt of the letter awarding the contract.

iii) Undertaking the work within 10 days of the receipt of the letter awarding the contract or as specified in the award letter.

06. This notice shall form part of the contract document. The successful tenderer or contractor on acceptance of his tender by accepting authority shall within 15 days from the stipulated date of start of work, sign the contract agreement consisting of Notice Inviting of Tenders, General Conditions of the contract and Special Conditions of the contract as issued at the time of invitation of tender and acceptance thereof together with any correspondence thereto.

07. The contractor shall be responsible for settling any claim / compensation against all damages and accidents caused due to negligence on the part of his employees and keep AAI indemnified from any compensation / liability.

08. That the Contractor shall get his own License under Contract Labour (Regulation and Abolition) Act, it shall be binding to the Contractor to get the same renewed from time to time and shall maintain all the records as per the act if applicable under rules.

09. That the Contractor shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labour laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Contractor shall also furnish a copy of such statements as documentary proof to AAI.

10. That the Contractor shall give leave/holidays to his workforce as per the provisions of labour laws applicable.

11. That the Contractor would comply with all applicable laws and maintain all such necessary records as necessitated under such enactments.

12. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against AAI and if any kind of such litigation arises then Contractor shall be liable to bear for the expenses and result of such litigation.

13. There would be complete supervision and control of the Contractor over its personnel, if any accident or injury occurs to any of the personnel of the Contractor while performing the duty or otherwise then complete liability regarding the same would be on the Contractor.

14. The Contractor shall strictly adhere to all legal and statutory requirements and shall not make any effort to circumvent or avoid any statutory provisions of any applicable law.

15. The tender for works shall remain open for acceptance for a period of Ninety Days from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the Tender, 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.

16. The acceptance of the tender will rest with the competent authority which does not bind itself to accept any tender and reserves to itself the right to reject any or all of the tenders without assigning any reason.

17. Scope of work:

The person deployed by the contractor shall make data entry in the computer for:

- 1) Processing of various Reports i.e. monthly/quarterly/half yearly/yearly in the different department.
- 2) Preparation of minutes of meeting etc.
- 3) Preparation of OPA/OTA bill, duty roster etc.
- 4) Typing work of correspondence.
- 5) Any other reports MIS required by AAI, RHQ/CHQ from time to time;
- 6) Tender processing, award of work etc.
- 7) Mail reply
- 8) Processing of bill payments.
- 9) In addition to above, other works required to be carried out on need and day to day basis relating to department assigned by Unit Incharge.

The general scope of work shall also include **Maintenance & Compilation of records** such as MIS, general correspondence,. Typing letters/correspondence with various stake holders & printing of documents for distribution, Any other routine official work as & when required.

18. Total quoted amount will be for four Nos. data entry operators on semi-skilled minimum wages.

SCHEDULE OF QUANTITIES

Sl. No	Description	Quantity	Units
1	<p>Providing services of 4 Nos. data entry operator with minimum qualification of certificate course in MS office/computer .</p> <p>a.The contractor shall be liable to pay minimum wages of semi-skilled worker for class B cities issued by Labour Commissioner (Central).</p> <p>b.The EPF &ESI of employee part shall be deposited by the Bidder from the salary payable to Employee.</p> <p>c. The EPF.ESI &bonus of Employer part shall be reimbursed to the bidder on production of deposit receipts to the concerned authorities in favour of employees deployed by the bidder</p>	4 Nos. x 06 months	Month

GENERAL CONDITIONS OF CONTRACT

1. The work in general shall be carried out to the satisfaction of AAI.
2. Site of the work is in the restricted area, the contractor is required to obtain Photo Identity Card (PIC) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through AAI. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable / enforced from time to time shall be complied with at no extra cost. No claim what so ever on this shall be allowed, Incidental expenses incurred towards PIC shall be borne by the contractor.
3. The Contractor shall at their sole cost and expenses furnish and provide for rendering services covered by this agreement to the entire satisfaction of Officer-in-Charge. The work shall be carried out on all working days and if required they may be called on holidays.
4. If at any time the conduct of any worker is found unsatisfactory by AAI, such persons shall be removed by the Contractor immediately with suitable substitute within 48 hours.
5. The Contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty.
6. The work force deployed for this job contract shall be employee of the contractor. The contractor shall be responsible for the recruitment, retainment and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel with the contractor.
7. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.
8. **Agency shall be paid on monthly basis. The contractor is required to submit their bill on or before 7th of each successive month and after verification, his bill shall be cleared by the AAI authorities.** The Payment will be made to the contractor on receipt of the following documents on or before the date mentioned above.
 - a). Wage Muster Copy. b) EPF/ESIC Challans copies along with details of PF/ESCI contribution of each worker and employee along with undertaking that employee and employer's contribution is inclusive in the challans submitted.
9. If the contractor does not deploy adequate manpower for the services stipulated under the contract, AAI will have the right to employ people from any alternate source and recover the extra cost incurred from any of contractors bill/s or Security Deposit. AAI reserves the right to terminate the contract without assigning any reasons or without payment of compensation. The decision of AAI in this regard, shall be final and binding to the contractor.
10. If the Contractor or Authority shall desire to terminate this agreement, he shall give one

calendar month's (30 days) notice in writing of such desire and shall up to the time of such termination, pay the amounts due and perform and observe the covenants on his part herein before contained, then immediately on the expiration of such notice, this contract shall cease but without prejudice to the rights and remedies to which the Authority or the Party has become entitled in respect of any antecedent claim or breach of the covenant.

- 11 Any notice required to be served on the Contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post/speed post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
- 12 The period of notice given under this agreement will count from the 7th day of the issue of notice by either side.
- 13 Subject as herein before otherwise provided all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director or any other officer for the time being authorized by or entrusted with functions, duties and powers of the Airport Director in respect of Airport under his charge.
14. The Contractor shall comply with the requirements of all standard Health Clauses including those given below :-
 - i) The Contractor shall notify to Airport Director whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Director may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary. The expense towards medical examination has to be borne by the contractor.
 - ii) The Contractor, his agents and servants shall not abuse the water sources and drainage facilities provided in the airport area so as to create nuisance or in sanitary situation, prejudicial to the public health.
 - iii) The Contractor, his agents and servants shall not throw any waste like plastic bottles, gutka covers or any other eatables in the airport premises.
15. The Contractor will during the continuance of this contract insure against any claims for workman's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such Insurance company as the Authority shall approve of and shall produce for inspection on demand by Authority all policies in respect thereof and the receipts from time to time for current premium. He shall pay employees at least minimum wages etc., as prescribed by Central/State Government from time to time.
16. In the case of such breach of terms of this contract as minor offences and complaints

coming to its notice for which in the opinion of the Authority this agreement may not be terminated, the Authority may at its discretion recover compensation from the Contractor up to the limit of security deposit of the contract. The decision of the Authority in this respect will be final and binding on the Contractor.

17. The contractor shall abide by all the rules and regulations of the State/Central Government under the Minimum Wages Act, Contract Labour (Regulations and Abolition) Act, 1970, Payment of Wages Act 1936, Payment of Bonus Act 1965 and such other Acts/Regulations as may be in force from time to time.
- 18) The contractor shall undertake to get Character and Antecedents verification by the Police authorities for manpower provided. The contractor will undertake full responsibility to make good any loss/damage in the event of any mishap caused by manpower. The contractor shall pay the necessary fee levied by AAI/BCAS for issue of entry passes.
- 19) The Contractor shall undertake to provide adequate insurance cover against any loss/damage to persons or property due to the commission or omission of any act by person(s) deployed by the contractor and also undertake that AAI will not, in any manner, be responsible for any loss/damage that might be caused due to the negligence of contractor's manpower.
20. The Contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961, contract labour (R&A) Act 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of AAI, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum and sums which man with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
21. The contractor shall be responsible for all matters arising out of the performance of the contract and shall comply and adhere to, at their expense with all laws/act/enactment/ orders / regulations / statutory obligations, whatsoever of the Government of India / State Government / Local Self Government, any statutory or non-statutory authority. The contractor shall indemnify and keep indemnified and save AAI harmless against all liabilities in this respect. The contractor shall be fully responsible for the work, conduct, supervision and control of all their own personnel and AAI shall in no way be held liable and responsible for supervision, control, etc. of these personnel. Since the contractor shall have full and exclusive supervision and

control over contract awarded to them and the persons engaged for the purpose under this contract, the contractor shall be responsible and liable under the provisions of civil and criminal laws etc. for their work, behavior and Industrial Relation problems and AAI shall have no responsibility whatsoever on this account.

22. In the event of any breach of the terms and conditions and duties to be performed by the Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all times during the continuance of this contract, be the above said sum. On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to him without interest.
23. If the Contractor shall at any time fail or neglect to perform and observe any of the terms and conditions and covenants herein contained and on his part to be observed and performed or in the event of his being adjudged insolvent or any order appointing a Recoveries made under the Insolvency Act against him, then and in any such case, the Authority may without prejudice to other rights and remedies by giving fifteen days" notice in writing to the contract or terminate this agreement and the contractor shall upon such determination peacefully give up the contract and make over vacant possession of any premises made over to him for carrying on his business/service without any right to compensation whatsoever and thereupon this agreement shall absolutely determine without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach of terms, conditions and covenants by him.
24. If the Contractor is an individual or a proprietary concern and the individual or proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without AAI being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation AAI shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.
25. The contract hereby granted shall not be construed in any way as giving or creating any other right or interest in the said space building(s)/land/garden/ tank/premises to or in favour of the contractor but shall be construed to be only as a contract on terms and conditions herein contained.

26. All disputes and differences arising out of or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises - Eviction of Unauthorized Occupants – Act and the rules framed there under are applicable) shall be referred to the sole arbitration of a person to be appointed by the Chairman of the Authority or in case the designation of Chairman is changed or his office is abolished, by the person for the time being entrusted whether or not in addition to other functions with the functions of the Chairman, Airports Authority of India by whatever designation such person may be called and if the Arbitrator so appointed is unable or unwilling to act, to the sole arbitration of some other person to be similarly appointed and willing to act as such arbitrator. There will be no objection to any such appointments that the Arbitrator so appointed is a servant of the Authority that he had to deal with the matters to which this agreement relates and that in the course of his duties as such servant of the Authority he had expressed views on all or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding on the parties. The arbitrator may with the consent of the parties enlarge from time to time, the time for making and publishing the award.
27. The tenderer shall acquaint himself with the proposed site of work, its working details before quoting his rates.
28. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any damage to such properties. He shall make good, at his cost and to the satisfaction of the Officer – In- Charge, any damage to AAI property or public or private property whatsoever caused thereon by the contractor.
29. In the event of any restrictions being imposed by the Security Agency, AAI or any other authority having jurisdiction in the area on the working or movement of labour / material, the Contractor shall follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to makeup by generating additional resources etc.

SPECIAL CONDITIONS OF THE CONTRACT & WORK SCHEDULE

1. Job Contract for Data Processing Services at Dehradun Airport, Dehradun for the period of 06 Months.

The agency shall provide four Nos. semi-skilled manpower having knowledge of Data Processing which includes data entry of various types as below:

1. Processing of various Reports i.e. monthly/quarterly/half yearly/yearly in the different department.
2. Preparation of minutes of meeting etc.
3. Preparation of OPA/OTA bill, duty roster etc.
4. Typing work of correspondence.
5. Any other reports MIS required by AAI, RHQ/CHQ from time to time;
6. Tender processing, award of work etc.
7. Mail reply
8. Processing of bill payments.
9. In addition to above, other works required to be carried out on need and day to day basis relating to department assigned by Unit Incharge.

The general scope of work shall also include **Maintenance & Compilation of records** such as MIS, general correspondence, Typing letters/correspondence with various stake holders & printing of documents for distribution, Any other routine official work as & when required.

2. Normal shift timing would be of 8 (Eight) hours duration.

3. **Period of Contract:** The contract period shall be **for 06 months** from the actual date of start of work or 10th day from the date of issue of work order whichever is earlier.

4. Total quoted rates are for semi-skilled 04 Nos. Data Entry Operators, payment shall be made on the basis of actual deployment of in concerned units as per pro data rates.

5. The person who will be employed as Data Entry Operator by contractor/suppliers must have following minimum attributes.

- a) They must be well versed with the use of MS Office and must possess an English/Hindi/typing skills.
- b) They must have good moral character and nice behavior while working.
- c) They should not reveal the official nature of work to outsiders and must maintain confidentiality and integrity.

6. This agreement will be in force during the period of contract from the date of agreement,

which may be extended by mutual consent of both the parties.

7. **The price quoted shall be inclusive of GST for the contract periods excluding PF and ESIC of employer's part and bonus.**
8. **The contractor shall pay the minimum wages to the persons deployed by him by 7th of each month and shall not indulge in any malpractice such as charging any amount from the persons deployed either in the name of registration charges or by any name whatsoever and deposit PF/ESI contributions on the minimum wages. In the event of any upward revision of Minimum wages by the appropriate authority the difference of minimum wages effective on date of opening of tender & revise wages circular issued by the appropriate authorities including difference of enhanced ESIC and EPF due to revision of wages shall be reimbursed to the contractor** The contractor has to submit proof for the difference of wages including National Holidays, Labour Day to the labour as well as monthly contribution of PF, ESI, Bonus (6 Monthly) for reimbursement.
9. The contractor shall be responsible for the following points during period of contract:

The payment to the employee shall be made through bank transactions viz. through A/c Payee Cheque / RTGS / NEFT/IMPS only.

 - a. The payment to the workmen engaged by the contractor has to be made on or before 7th of every month in the presence of representative of AAI. The wage register will be counter-signed by representative of AAI with the remarks "Certified that the amount shown in the column no. _____ has been paid to the workmen concerned in my presence on _____ at _____ hrs. Firm should ensure that workers should be able to draw the cash on or before 7th of each month.
 - b. The contractor has to maintain the wage register for his employees and has to be produced for verification of the principal employer (AAI) as and when required
 - c. E.P.F and ESIC . Contribution shall be made by the agency on minimum wages as per prevailing rates.
 - d. Bonus for total manpower @ 8.33% or on ceiling amount fixed by the appropriate authorities for each worker (6 Month Bonus will be paid along with the wages of the last month at the end of the contract)
9. The contractor shall provide additional manpower as per the requirement by AAI and the amount shall be reimbursed to contractor on production of bills and verification by authorized officer of AAI.
10. The rates quoted by contractor shall be fixed during the entire period of contract.

11. The following penalties will be imposed on the Contractor for :

- a. Late Reporting of personnel - Rs.200/- per person
- b. Leaving duty place without permission - Rs.500/- per person
- c. Change of personnel without prior permission - Rs.500/- per person
- d. Not behaving properly while on duty - Rs.1000/- per person

Dispute Resolution Mechanism and Arbitration

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

(i) **Through Dispute Resolution Committee:** 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 the 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 Competent Authority as per D.O.P. provision of AAI.

(ii) DRC thus constituted 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.

(iii) 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.

(iv) **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 Competent Authority, 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 waived 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) 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.