



# **AIRPORTS AUTHORITY OF INDIA**

**MSSR SITE, NARENDRAPUR  
BERHAMPUR – 760007 (Odisha).**

## **Notice Inviting Quotation**

For

**[Job contract for MESS/ESS (Upkeeping), at MSSR Site, Narendrapur,  
BERHAMPUR, Odisha-760007]**

**NIQ No: AAI/BAM/MSSR/CONTRACT/NIQ-001/2018**

## Notice Inviting Quotation

**Name of Work:** Job contract for MESS/ESS (Upkeeping), at MSSR Site, Narendrapur, Berhampur, Odisha-760007.

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(Signature of issuing officer)

Dated:

## Notice Inviting Quotation

- 1. Name of Work:** Job contract for MESS/ESS (Upkeeping), at MSSR Site, Narendrapur, Berhampur, Odisha-760007.

Sealed items rate quotations are invited by Officer-In-Charge, MSSR Site, Narendrapur, Berhampur, Odisha-760007 on behalf of Chairman, Airports Authority of India from reputed and specialized firms/agencies/Contractors for "Job contract for MESS/ESS (Upkeeping) at MSSR Site, Narendrapur, Berhampur, Odisha-760007.

**Estimated Cost :** Rs. 3, 40, 727. 00 Excluding GST

- NIQ document can be down loaded from AAI web site [www.aai.aero](http://www.aai.aero) free of cost on or before **20.04.2018 till 15.00 Hrs.**

Last Date and Time of Receipt of Quotation : **20.04.2018 up to 15:00 Hrs**

Date and Timing of Opening of Technical bid : **23.04.2018 16:00 Hrs**

Date and Timing of Opening of Financial bid : **23.04.2018 17:30 Hrs**

## **2. Eligibility criteria:**

- Agencies having experience on man power supply in the field of MESS/ESS (Upkeeping).
- The applicant agency should have valid EPF, ESI, PAN, GSTIN Registration no, in the name of firm participating in NIQ.
- A party or an individual falling under the following categories is **not** eligible:
  - i) Having outstanding dues in respect of any contract with Airports Authority of India at any airport under its administrative Control.
  - ii) Debarred/black-listed by Central Vigilance Commission, Central Bureau of Investigation or by Airports Authority of India (International or National Airports Division).
  - iii) Parties facing action under PPE Act, with AAI.

### 3. Scope of work:

Sl.no	Name of work	Scope of work	Number & Kind of manpower required	Remarks
1.	ESS-Up Keeping for MSSR building and 2 CPME sites	<p>a. Floor cleaning &amp; mopping of RADAR equipment room, Corridor &amp; Stair cases(5 floors), Duty officer's room, Antenna pedestal room, OIC's chamber, General duty officers room, Rest rooms, Store room etc.</p> <p>b. Cleaning of Toilets/Urinals in the building/OIC' chamber/G-duty officer's room/ Rest rooms and toilet of store room.</p> <p>c. Floor cleaning &amp; mopping of both CPME sites.</p>	01 Unskilled	CPME sites are a one room shed where a part of the RADAR equipment is installed at two different locations outside the RADAR building.
2.	ESS-Up keeping of MSSR/CPME equipment and all ancillary systems	<p>a. Cleaning &amp; dusting of RADAR equipment racks/ DSCN rack/ Computers systems with monitors/BSNL/Railtel Communication racks/ BMS rack.</p> <p>b. Cleaning &amp; dusting of UPS &amp; battery banks.</p> <p>c. Cleaning &amp; dusting of CCTV rack and monitors/ EPABX system/ Computer &amp; monitor in DTO room.</p> <p>d. Cleaning &amp; dusting of Computers &amp; monitors/ CCTV monitor/ FAX &amp; photocopier machines/ Printers/ Scanners etc. in OIC's chamber.</p> <p>e. Cleaning &amp; dusting of Computers/ monitors/ printers/ scanners in G-duty officers room.</p> <p>f. Cleaning &amp; dusting of all Telephone instruments/ BAS &amp; BAC devices etc.</p> <p>g. Cleaning &amp; dusting of CPME equipment/UPS/Battery banks at both CPME sites</p>	01 Unskilled (In presence of an officer from AAI)	

### 4. Bid Procedure :

The quotation consists of two bid system i.e. **Technical Bid & Financial Bid.**

**(A) Technical bid** must be submitted in **Envelope 'A'** containing the following documents

- i) Attested/ self certified copy of PAN card.
- ii) Attested/ self certified copy of GSTIN registration certificate.
- iii) Self Certified copy of ESI registration certificate and EPF account Code.
- iv) If the agency has executed or continuing with any contract with AAI in last 6 months then NOC obtained from AAI for no dues and proper PF and ESI Compliance for all contracts executed or continuing with AAI in last 6 months.
- v) Unconditional Acceptance of terms and conditions (**Annex.-I**).

**(B) Financial bid (Annex-II)** must be submitted in **Envelope 'B'**, should contain only the Price bid in the prescribed format downloaded from website as given in **Annexure– II**. The bidders are advised to quote their offer in terms of "**per Month**" basis and the amount should be Exclusive of GST in the enclosed **Annexure-II**. GST will be paid as per the prevailing rate. It may be clearly understood and noted that the 'Financial bid' document is for pricing alone. No condition, whatsoever, should be stipulated in this part. Everything the Bidder has to say, other than pricing, should be stated only in the Technical bid. If any conditions are stipulated in the Financial Bid (**Annexure-II**), it is liable to be rejected. The amount shall be worked out and the requisite totals be given. Special care shall be taken to write rates in figures as well as in words and the amount in figures only in such a way that interpolation is not possible. The total amount shall be written in both figures and in words. *in case of any discrepancy; the rate mentioned in words shall prevail.*

**(C)** The Financial bid of only those bidders will be opened whose papers submitted in **Envelope 'A' (Technical Bid)** are found to be in order.

**(D)** Both the envelopes are to be sealed in another Envelope marked '**Master Envelope**'. The Master envelope should be super scribed "Quotation for Job contract for MESS/ESS (Upkeeping) at MSSR Site, Narendrapur, Berhampur, Odisha-760007" and submit on or before **20.04.2018 up to 15:00 hrs** to  
**The Officer-In-Charge,**  
**O/o OIC, MSSR Site, Narendrapur,**  
**Berhampur-760007 (Odisha)**

## **5. TERMS & CONDITIONS OF NIO**

- i. Quotations shall be accompanied by PAN, GSTIN Registration certificate, EPF registration code, ESI registration certificate, NOC obtained from AAI on no dues, and unconditional acceptance of terms & condition(**Annex.-I**) in envelope '**A**' only.
- ii. The contract shall be for a period of **twelve (12)** months. **26** Working days has been considered in a month. As per the Government of India, Ministry of labour & Employment, Office of the Chief Labour Commissioner© New Delhi F. No. 1/13(3)/2017-LS-II order dated 20/04/2017 the minimum wages per day for Unskilled worker is **Rs. 359/- for C-area (Berhampur)**. The P.F. Employer's Contribution is to be made by the agency for total manpower @ 13.61% per year for each worker on actual wages paid excluding Overtime. The E.S.I.C. (Employer's Contribution) / Accident cum Mediclaim Policy Premium is to be made by the agency for total manpower @ 4.75% on actual wages paid excluding Overtime.
- iii. You are advised to inspect and examine the site and satisfy yourself about the nature of work and site before submitting the Quotation. You shall be deemed to have full knowledge of the site whether you inspect it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- iv. The contractor is advised to study the schedule of quantities and scope of work.
- v. The services required are purely on contract basis and temporary in nature.

- vi. The quotations invited are on job contract basis per annum. The contractor shall indicate the charges for the work as shown in **Annex.II**.
- vii. In case AAI feels the services are no more required by the agency then the agency shall withdraw its staff within seven days of notice given by AAI for which no extra cost shall be paid and the payment will be restricted to the period up to which the services of the agency is utilized by AAI. **AAI will not entertain any claim by staff / person engaged for further continuing of their services or for permanent job in Airports Authority of India.**
- viii. The agency shall strictly comply without fail with all the rules and regulations which are for the time being in force under labour Laws, other welfare enactments and rules. The contractor shall discharge obligations as provided under various applicable statutory enactments including the employees provident fund & Miscellaneous provisions Act,1952,The Employees state Insurance (ESI) Act,1948,The contract labour (Regulation and Abolition) Act,1970,the inter-State Migrant workmen (Regulation of Employment & Conditions service) Act1979,the minimum wages Act,1948, the payment of wages ACT,1936, The workmen's compensations, Act,1923, The payment of Bonus Act, 1965 and other relevant Act, Rules and Regulations, instructions etc. issued/enforced from time to time.
- ix. The agency should obey the security restrictions and obtain the necessary passes to access the work place.
- x. On commencement of the contract , the contractor shall continue to have valid PF and ESI code No. till conclusion of the contract. AAI reserves the right to withhold any payment if ESI and PF contributions are not paid by the contractor and proof to that effect have not been produced regularly by the contractor.
- xi. The agency shall be responsible for replacement of the staff in case of falling sick, proceeding leave, weekly off or otherwise absent at no additional cost to the Airports Authority of India.
- xii. In case of receipt of complaint from staffs of the agency regarding non-payment of salary, the AAI reserves the right to withhold payment of bills till the submission of documentary evidence regarding payment of it.
- xiii. In case of increase in Minimum wages for unskilled worker from minimum wages as mentioned in clause (ii), the agency should provide documentary evidence regarding payment of enhanced wages and deposit of PF and ESI before claiming reimbursement on account of that. The reimbursement will be payable to the extent of increase in minimum wages and consequent PF and ESI and no other amount like agency profit etc. would be payable.
- xiv. **Security Deposit:** Before commencement of the work the agency should submit a Security deposit of **Rs. 20,000/- (Twenty Thousand only)** in the form of a demand draft of any nationalized bank. In case of continuous non-submission for **2 months** of documentary proof regarding payment of ESI or PF, the security deposit would be forfeited. Before commencement of the contract, the agency has to sign an Agreement with AAI on non-judicial stamp paper of Rs. 100/- as per the format given in the NIQ document. The work award order, the Scope of work (**Annex-A**) & Special conditions of the contract (**Annex.B**) will be part of the agreement.  
The following penalties will be imposed on the Contractor for the breach of any of the following conditions of the contract:

Sr. No.	Type of work / quantity	Penalty
1	Late Reporting of personnel	Rs.200/- per person per occasion
2	Leaving duty place without permission	Rs.500/- per person per occasion
3	Change of personnel without prior permission.	Rs.500/- per person per occasion
4	Not behaving properly while on duty.	Rs.1000/- per person per occasion

- xv. Contract is extendable for another one year with same terms & conditions.
- xvi. AAI will not be responsible for any delay in submission of quotations sent by post / courier.
- xvii. The validity of quotation should be for a minimum period of **180 days** from the date of opening of the Technical Bid. The General Manager (CNS)-ER, AAI, NSCBI Airport, Kolkata-700052 has the right to change the final scope of work.
- xviii. Prices shall be quoted in **INR** only.
- xix. Incomplete and ambiguous quotations will be rejected.
- xx. Quotations once submitted shall be final and no amendment shall be permitted. One bidder shall submit only one bid.
- xxi. Lowest QUOTED qualified bidder will be awarded the CONTRACT after considering all other bidder.
- xxii. Airports Authority of India reserves the right to accept/reject any or all quotations without assigning any reason thereof. Also, AAI reserves the right to cancel the whole process at any stage without assigning any reason.

## **6. Terms of Payment.**

- a. Payment to staff shall be made by the **7<sup>th</sup>** working day of the following month by the agency. All the Payments are to be made by the agency to the workers by A/c Payee Cheque / RTGS / NEFT only.
- b. The payment to agency by AAI will be made on **monthly basis**. On completion of work executed in every month, the agency shall submit the bill along with the following to the Officer In charge, MSSR Site, Berhampur :-
- i. Certificate regarding satisfactory service from the end-user.
  - ii. Attendance sheet duly certified from the end-user.
  - iii. Duly signed and self certified copy of PF and ESI Return which has been filed with EPFO and ESIC respectively by the agency accompanied with the copy of challan as a proof of payment. The above mentioned PF and ESI Return and challan should be for the month just preceding the month for which bill has been submitted for payment. In case the agency fails to submit the documents as mentioned, the payment will be withheld to the extent of PF and ESI amount from the bill submitted for payment.
  - iv. GST if applicable will be reimbursed on submission of documentary proof of payment by the agency.
  - v. Taxes like TDS etc. will be deducted from the bills of the agency as per the statutory acts as applicable for the time being in force.

**UNCONDITIONAL ACCEPTANCE OF AAI'S TERMS & CONDITIONS**

(To be provided on company's letter head)

To

The General Manager (CNS)-ER,  
AAI, NSCBI Airport  
Kolkata-700052

Sir,

1. The quotation documents for the job contract of MESS/ESS Upkeeping for a period of **12 months** have been provided 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 NIO made available to me / us, which shall form part of the contract agreement and I / we shall abide by the conditions / Clauses contained therein.
2. I / We hereby unconditionally accept the NIO conditions of AAI in NIO documents in its entirety for **Job contract of MESS/ESS (Upkeeping) at MSSR Site, Narendrapur, Berhampur-760007 (Odisha)**.
3. The contents of NIO have been noted wherein it is clarified that after unconditionally accepting the NIO conditions in its entirety it is not permissible to put any remarks / conditions in price bid except in Technical bid document.
4. That, I 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.
5. That if any officer of AAI ask for bribe / gratification, I will immediately report it to the appropriate authority of AAI.

Yours faithfully,

Date: \_\_\_\_\_

(Signature of the bidder with Rubber Stamp)

**(Financial Bid)**

(To be submitted in separate sealed envelope "B" as per terms and condition of NIO)

**Sub: Job contract for MESS/ESS Upkeeping at MSSR Site, Narendrapur, Berhampur-760007 (Odisha) for a period of 12 Months.**

Sl. no	Description of Work	Unit	Qty	Amount per Month in Figure (Excl. of GST)	Amount per Month in Words (Excl. of GST)
1.	<p>a. Floor cleaning &amp; mopping of RADAR equipment room, Corridor &amp; Stair cases(5 floors), Duty officer's room, Antenna pedestal room, OIC's chamber, General duty officers room, Rest rooms, Store room etc.</p> <p>b. Cleaning of Toilets/Urinals in the building/OIC' chamber/G-duty officer's room/ Rest rooms and toilet of store room.</p> <p>c. Floor cleaning &amp; mopping of both CPME sites.</p>				
2.	<p>a. Cleaning &amp; dusting of RADAR equipment racks/ DSCN rack/ Computers systems with monitors/BSNL/Railtel Communication racks/ BMS rack.</p> <p>b. Cleaning &amp; dusting of UPS &amp; battery banks.</p> <p>c. Cleaning &amp; dusting of CCTV rack and monitors/ EPABX system/ Computer &amp; monitor in DTO room.</p> <p>d. Cleaning &amp; dusting of Computers &amp; monitors/ CCTV monitor/ FAX &amp; photocopier machines/ Printers/ Scanners etc. in OIC's chamber.</p> <p>e. Cleaning &amp; dusting of Computers/ monitors/ printers/ scanners in G-duty officers room.</p> <p>f. Cleaning &amp; dusting of all Telephone instruments/ BAS &amp; BAC devices etc.</p> <p>g. Cleaning &amp; dusting of CPME equipment/UPS/Battery banks at both CPME sites</p>	<b>12 months</b>	<b>JOB</b>		

(Rupees \_\_\_\_\_ Per month)

**Note: The above rates are Basic Rates and GST will be paid as extra as applicable.**

**NOTE 1:** Use of erasure, over writing and or corrections in the price bid should be avoided. However, in case it becomes unavoidable to use any of these for correction, the same must be authenticated by the person signing the bid with his signature.

**NOTE 2:** Change in nomenclature of schedule and added optional items in this schedule attract action as per AAI terms and conditions.

**NOTE 3:** No rows and columns should be left blank. In case price already included in the basic price and break up cannot be given or there is no cost, same may be indicated in the column or row as "Included" or "Not applicable" or "Nil" as may be appropriate. In case of non compliance of the same, action will be taken by AAI as under Note 4 below for the purpose of comparative statement and placement of order.

**NOTE 4:** In case of any ambiguity in total unit price or total amount figures or non-adherence to Note-3, all calculations will be carried out taking Basic Unit rate as base.

**Date:** \_\_\_\_\_

(Signature of the bidder with Rubber Stamp)

**SCOPE OF WORK**

**1. ESS-Up Keeping for MSSR building and 2 CPME sites.**

- a. Floor cleaning & mopping of RADAR equipment room, Corridor & Stair cases(5 floors), Duty officer's room, Antenna pedestal room, OIC's chamber, General duty officers room, Rest rooms, Store room etc.
- b. Cleaning of Toilets/Urinals in the building/OIC' chamber/G-duty officer's room/ Rest rooms and toilet of store room.
- c. Floor cleaning & mopping of both CPME sites.

**2. ESS-Up keeping of MSSR/CPME equipment and all ancillary systems**

- g. Cleaning & dusting of RADAR equipment racks/ DSCN rack/ Computers systems with monitors/BSNL/Railtel Communication racks/ BMS rack.
- h. Cleaning & dusting of UPS & battery banks.
- i. Cleaning & dusting of CCTV rack and monitors/ EPABX system/ Computer & monitor in DTO room.
- j. Cleaning & dusting of Computers & monitors/ CCTV monitor/ FAX & photocopier machines/ Printers/ Scanners etc. in OIC's chamber.
- k. Cleaning & dusting of Computers/ monitors/ printers/ scanners in G-duty officers room.

**(Signature with date & Seal)**

**Special Conditions of the contract**

1. The entry of the employee into the operational area will be permitted by the office subject to prior submission of police verification report. It will be the responsibility of the contractor for obtaining the antecedent of the employees verified (**Police Verification**) at his own cost and AAI in no way will be responsible for the same.
2. Prior to commencement of this contract the Contractor shall submit a list of his employees who will be deployed along with their **Bank Account No** (Bank Name; Branch; IFSC Code) and any other relevant details as per requirement of this contract. The PF account No of the employees deployed by the contractor for this contract shall be submitted to the Officer In-Charge, MSSR Site, Berhampur within **one month** from the date of issue of award letter of the contract.
3. Employee shall report for his duty at the office from **09:30 Hrs. to 17:30 Hrs. Six days a week** which may vary from time to time at the discretion of AAI. In exceptional circumstances the duty hours may get extended for which no overtime can be claimed by the employee.
4. Payment in respect minimum wage, PF and other statutory benefits shall be made by the contractor to the employee during entire period of contract in accordance with the provisions of Contract Labour (Regulation and Abolition) Act, 1970; Contract Labour (Regulation and Abolition) Central rules 1971; Minimum Wages Act, 1948 & Rules thereof Central and State Governments and other Statutory Rules & Regulation.
5. The contractor shall be liable to provide manpower during the entire period of contract. In case of absence, leave due to sickness of the deployed employee then the contractor shall be liable to arrange a suitable substitute employee failing which, a proportionate deduction in the monthly bill shall be made by AAI. **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.**
6. Monthly bill of the contractor will be forwarded to Regional Accounting Unit (RAU), Kolkata for payment action on production of a valid PF/ESI remittance challan of the employee's deployed under this job contract. AAI shall withhold any payment due to the contractor, if PF and other applicable statutory contribution are not paid by the contractor and proof to that effect has not been submitted regularly to AAI.
7. Disbursement of wages to the employees shall be made by the contractor preferably in the form of ECS (transfer electronically) directly crediting the wages in the bank account and proof to this effect has to be submitted regularly by the contractor.
8. PF and other statutory benefits as applicable as per law shall be payable by the contractor and every month documentary evidence that PF and other statutory benefits have been deducted and deposited with the authorities concerned shall be submitted by the contractor along with the bill.
9. AAI shall call upon the contractor to produce all original Challans, Documents etc. for verification with regard to payment of minimum wage, PF etc. In case of any violation of statutory provisions with regard to minimum wages, PF etc., AAI may refer the case to the appropriate authorities to take action against the erring contractor and AAI shall not be responsible for any consequence thereof.

10. It shall be the responsibilities of the contractor for payment of minimum wages and other statutory benefits etc. AAI shall not be responsible for any violation on the above if any made by the contractor.
11. The contractor shall submit an affidavit declaring that payment in respect of minimum wage, PF, ESI and other statutory benefits shall be made by the contractor to the employees during the entire period of contract in accordance with the provisions of Contract Labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Central Rules 1971, Minimum Wages Act 1948 and rules thereof, Central and State Governments and other statutory rules and regulations. Sample copy of the affidavit can be collected from the O/o the Officer In-Charge, Airports Authority of India, MSSR Site, Berhampur, Odisha - 760 007 on any working day.
12. **Minimum requirements of the worker:**
- i. Must be physically fit to perform duties at sites (to submit medical fitness certificate)
  - ii. Sincere and dedicated to work
  - iii. Police verification certificate
  - iv. A valid ID proof. (PAN card will not be accepted as an ID proof)
13. The Contractor shall forward names of sufficient numbers of personnel for test / Interview fulfilling the minimum requirements as per Clause 12 of Special conditions within 10 days of submission of the acceptance of the Work Order for the Job Contract. The personnel will be placed for test / interview to verify the suitability of the personnel to provide the required services. If sufficient numbers of suitable persons are not found then the firm / contractor will be bound to recommend more persons for test / interview within 7 days from the receipt of such written intimation.
14. In case proper and suitable candidates for providing requisitioned services are not found among the persons recommended by the firm / contractor, it will be construed that the firm / contractor is unable to provide the requisitioned services and the contract shall be cancelled.
15. ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
16. The Contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by **7<sup>th</sup> of the subsequent month**. The Contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him under this job contract.
17. 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.

**(Signature with date & Seal)**

(On non-judicial stamp paper of Rs. 100/-)

**AGREEMENT OF CONTRACT**

**Subject:- Job Contract for MESS/ESS Upkeeping at MSSR Site, Narendrapur, Berhampur, Odisha.**

This Agreement made this .....Day of year.....between the Airports Authority of India a body corporate constituted by the central Government under the Airports Authority of India Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110 003 represented by the Officer In-Charge, Airports Authority of India, MSSR Site, Berhampur, Odisha - 760 007 hereinafter called the "Authority" (Which term shall, unless excluded by or is repugnant to the context, be deemed to mean the Officer In - Charge, 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 "Contractor" (Which term shall unless excluded by or its repugnant to the context, be deemed to include its heirs, representative, successors and assigns of the Contractor.) whereas the Authority is desirous to procure services for the purpose of **Job Contract for MESS/ESS Upkeeping at MSSR Site, Narendrapur, Berhampur**. And whereas the Contractor is desirous to render the service to the Authority on the terms & condition mentioned hereunder. And whereas the Authority is agreeable to grant the contract.

Now therefore, this indenture witness as follows;

1. That the contract for the said service shall be valid for a period of 12 (Twelve) months from \_\_\_\_\_ to\_\_\_\_\_.
2. The contractor hereby agrees to render to the Authority the said service specified herein above and described in the **Annexure-'A' (Scope of work)** appended hereto.
3. That in consideration of the contractor performing / rendering the above services, the authority shall pay to the contractor the sum of Rs..... /- (Rupees..... only) per month before the 10<sup>th</sup> of the every succeeding month, on submission of bill thereof, by the contractor.
4. The contractor shall deposit a sum of Rs ..... /- (Rupees .....

.....) only with the Authority, toward Security Deposit (refundable) in the form of Demand Draft from a Nationalized / Scheduled Banks in favour of Airports Authority of India payable at Kolkata. The Security Deposit (non-interest bearing) so retained by the Authority will be refunded on expiry or earlier determination, as the case may be, of the contract. In the event of the contractor committing any breach of the terms and conditions of the contract agreement, the Authority may without prejudice to other rights and remedies are entitled to forfeit the Security Deposit or any part thereof. In such an event he shall pay in the same manner as stated above such additional sum immediately as he may be called upon by the Authority, so that the Security Deposit shall at all times during the subsistence of these presents, be the same amount. On expiry or earlier determination of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid, to the contractor, without interest.

5. The Authority shall allow the contractor, his agents, representatives or employees to enter into the said premises for the purpose of rendering the said services for the Authority. The contractor hereby agrees and undertakes to make good of any loss or damage caused to the premises and property of the AAI, by his agents, representatives or employees while rendering the said services.
6. The contractor hereby agrees to engage in his employment, the necessary work force and supervisory staff required for the purpose of executing the jobs entrusted to him by this contract. The work force so engaged by the contractor shall be in exclusive employment, supervision and control of the contractor, who shall have the sole authority to direct the mode and manner of performing the services entrusted to him, by this contract.
7. The contractor shall be solely responsible for payment of minimum wages, as fixed by the appropriate Government under the Minimum Wages Act, from time to time to the work -force engaged by him for performance of the service under contract. The contractor hereby specifically binds himself for compliance of provisions of various labour statutes, inter-alia, those contained in the Minimum Wages Act, 1948, including the mode and manner of payment of wages to his work force. In addition, the contractor also undertakes to maintain various notice board, registers, statements etc. accordingly to the provision and formats contained in the Control Labour (Regulation & Abolition) Act, 1970, and the Rules framed there under; to submit regular returns to the Authority and the Appropriate Govt, and makes himself responsible for compliance of any or all of the statutory labour regulation including the Industrial Disputes Act. 1947, as applicable from time to time.
8. That the contractor shall pay all rates, assessments, out goings and other taxes as leviable on the contractor according to the law, in force. The Authority in compliance to any statutory provision of law, may ensure any payment by the contractor to his work force or to any other authority, whomsoever, and may recover the amount due as such from the contractor.
9. That the contractor shall be equipped with all necessary permits, licenses and such other permissions as may be required under the law in force at any time with regard to the operation of the subject contract.
10. The contractor shall regularly maintain all registers, returns notice boards etc. as per the provision Contained under various labour statutes, viz, the Control Labour (R &A) Act, 1970 and Rules made

there under, the Minimum Wages Act, 1948, and other Act (s). Such registers etc shall be duly presented by the contractor to the Authority for proper endorsement / certification by the later, and for inspection by Authority in such manner as may be prescribed. The contractor shall provide to the Authority if so required by the later, statements of audited Accounted in such manner and within such period as the Authority may prescribe.

11. The Authority will not be responsible for any injury sustained by contractor's workers during the performance of their duties and also for any damages or compensation due to any dispute between him and his workers. It shall be the responsibility of the contractor to comply with all liabilities arising out of any provision of Labour Acts / Enactment hitherto in force or enacted from time to time during the execution of this contract. Any expenditure incurred by the Authority to face any situation arising out of his workers will be made good from his bill / security deposit. Furthermore, the contractor will be responsible for the payment of compensation, insurance, etc, if any, in respect of his workforce.
12. In case, it is noticed by the Authority that the work carried out by the contractor is not upto the required standard, written notice of three (03) days will be given to him indicating the bad state of work and asking him to improve upon the standard within such period. In the event, the Authority finding that there is no improvement and the work is not being carried out as per instruction; the contract will be terminated by serving Twenty Four hours notice.
13. The contractor undertakes to carry out the jobs as per specification of the Authority and to the entire satisfaction of the later. In case of any complaint either as regards the nature of service or the personnel executing the same, the authority shall intimate to the contractor who shall attend to the complaints, promptly.
14. The Authority shall give all reasonable facilities to the contractor, his representatives and employees to carry out their obligations to the Authority.
15. All equipment / material etc required for the instant contract shall be arranged by the contractor at his own cost.
16. The contractor, its workforce, agent's representatives and employees will abide by the Rules & Regulations of the ' Authority 'while performing their jobs in the said premises.
17. The contractor shall employ only such employees who shall have good character, and be well behaved and skilful in their work. He shall furnish to the Authority, in writing, the names, parentage, age, address and specimen signature or thumb impression (with recent photograph) of all workforces, whom he proposes to employ for the purpose of this agreement, before they are so employed and the Authority shall be at liberty to prevent employment of any person whom it may consider undesirable. The employees employed by the contractor shall be under general discipline of the Authority and shall conform to such directives as may be issued by the Authority in respects of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. The contractor shall also have the character and antecedents of all persons employed by him verified by the Police to the satisfaction of the Authority, before employment.

18. The benefits and obligations arising out of this contract shall be strictly personal to the contractor and shall not on any account be assignable or transferable except with express and previous consent in writing from the Airports Authority of India.
19. The contractor, his agents and work force would be wholly responsible for any loss or damage, incurred by the AAI or others that may be attributable, directly or indirectly, to the lapses or negligence of the contractor his agents or work force, within the scope of contract and the contractor shall indemnify the AAI or other (as the case may be), for any loss or damage incurred due to reason (s) stated above. In the event of detection of any such loss or damage, that may be attributable to the scope of this contract, the contractor, his agent or work man shall immediately report in writing, about it to the Officer In -Charge, MSSR Site, Airports Authority of India, Berhampur and would also adopt any or all remedial measures at their command.
20. The contractor shall not terminate the contract before the expiry of the period of the contract except by giving 30 days notice in writing; otherwise the contractor shall be liable for all damages, loss and consequences thereof and shall be liable to pay to the Authority (without any demur or question) such amount of money as the Authority may decide, as due, from the contractor.
  - a) Further the AAI reserves its right to terminate the contract agreement by giving 30 days notice in writing, with or without assigning any reason for such termination.
  - b) AAI may terminate the contract at any time without notice, in case the services are not found satisfactory.
21. In the event of any default, failure negligence or breach, in the opinion of the Authority on the part of the contractor in complying with all or any or the conditions of the contract agreement, the Authority will be entitled and be at liberty to terminate the contract forthwith without payment of any compensation or damages and also forfeit in full or in part the amount deposited by the contractor for due performance of the Agreement.
22. The Authority and the contractor further agree that they are bound by the **Special Conditions of contract** as contained in **Annexure 'B'** hereto.

Signed by \_\_\_\_\_ Officer In-Charge, Airports Authority of India, MSSR Site,  
Berhampur, Odisha - 760 007 For And On Behalf Of The Airports Authority Of India in the presence of;

Witness;

- 1.
- 2.

Signed by \_\_\_\_\_ for and on behalf of .....

In the presence of;

Witness;

- 1.
- 2.