



AIRPORTS AUTHORITY OF INDIA

TENDER DOCUMENT

For

JOB CONTRACT OF 05 No's OF DATA ENTRY OPERATOR

At

Civil Airport, Jodhpur

e-NIT

e-BID No -2018_AAI_9538_1

Estimated Cost – Rs.10,74,480/-

EMD- Rs. . 21,490/-

Tender Fee – Rs. 1120/-

I N D E X

**Name of Work:- JOB CONTRACT FOR 05 No's OF DATA ENTRY OPERATOR
AT CIVIL AIRPORT, JODHPUR**

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AIRPORT DIRECTOR



AIRPORTS AUTHORITY OF INDIA
CIVIL AIRPORT, JODHPUR

Important Details

Name & Address of the tendering officer	:	AIRPORT DIRECTOR Airports Authority of India Civil Airport, Jodhpur, Rajasthan - 342011
NIT No.	:	AAI/JODH/APD/DEO/Tenders/2018/01
Total NIT Pages	:	40
Name of the Work	:	Job Contract for 05 No's of Data Entry Operator at Civil Airport, Jodhpur.
No of Skilled (Clerical) person (For Six days a week i.e. 26 days in month)	:	Five (05)
Estimated Cost	:	Rs. 10,74,480/- (Rupees Ten Lakhs Seventy Four Thousand Four Hundred Eighty only)
Earnest Money Deposit (EMD)	:	Rs. 21,490/- (Rupees Twenty One Thousand Four Hundred Ninety only)

Critical Dates

SI NO	Activity	Dates	Time in IST
.1	Download of tender Documents from CPP portal	23.04.2018	up to 1800Hrs.
.2	Pre-bid (PQQ) queries by Bidders through CPP portal	20.04.2018	up to 1800Hrs.
.3	Clarifications by AAI to Bidders queries through CPP portal	20.04.2018	up to 1800Hrs.
.4	Last date for online submission Of bids through CPP portal	23.04.2018	up to 1800Hrs.
.5	Date of opening of Eligibility Criteria Bid (PQQ)	27.04.2018	1100Hrs.
6.	Date of opening of Technical Bid	27.04.2018	1100Hrs.
.7	Date of opening Financial Bid	Will be intimated later	

NOTE: AAI may at its discretion, extend/change the schedule of any activity and intimate the bidders by notifications through the CPP portal.



AIRPORTS AUTHORITY OF INDIA

CIVIL AIRPORT, JODHPUR

NOTICE INVITING E-TENDER

1. E- tenders are invited through NIC CPP portal by The Airport Director, Civil Airport, Jodhpur on behalf of The Chairman, Airports Authority of India for the work of **“Job Contract for 05 No’s of Data Entry Operator at Civil Airport, Jodhpur** from the reputed Agencies/company/Contractor/Firm and involved in execution of similar type of work for Five (05) nos. of Skilled personals for Six days a week i.e. 26 days in month & 8 hrs/day at an estimated cost of Rs. 10,74,480/- {Excluding GST, ESI, EPF, EDLI, Admin Charges & Bonus} with time period 12 (Twelve) Months and extendable for a period of another six months depending on performance and approval from competent Authority.

2. This tender is invited through the electronic tendering process and can be downloaded from the Central Public Procurement Portal (CPPP) <http://etenders.gov.in>. A copy of the tender is also available on AAI website www.aai.aero. Please note that the submission of the tender is only through the Central Public Procurement Portal [http:// etenders.gov.in](http://etenders.gov.in). The tenders will not be accepted in any other form. Further it may be noted that tenders which are duly submitted on E-Tender portal (CPPP) shall only be final and tenders just saved without submission will not be available to the evaluation purpose. Bidders are requested to go through FAQ and help files available in the portal (CPPP). In case of any difficulty, bidders may contact the help desk numbers and emails ID provided in the CPP Portal.

3. a). Tender fee Rs. 1,120.00 (i/c. GST) (Rupees One Thousand One hundred Twenty Only) will be required to be paid offline in form of Demand Draft from Nationalized Bank or any scheduled Bank(But not from Co-operative or Gramin Bank) drawn in favour of Airports Authority of India payable at Jodhpur on or before last date of submission of bid and shall be submitted to O/O Airport Director, AAI, Civil Airport, Jodhpur on or **before 26.04.2018** upto 18:00 Hrs.

b) Earnest Money Deposit for the Tender is Rs. 21,490.00 (Rupees Twenty One Thousand Four Hundred Ninety Only) will be required to be paid offline in form of Demand Draft from Nationalized Bank or any scheduled Bank (But not from Co-

operative or Gramin Bank) Demand Draft drawn in favour of Airports Authority of India payable at Jodhpur on or before last date of submission of bid and shall be submitted to O/O Airport Director, AAI, Civil Airport, Jodhpur.

c) Duly filled unconditional acceptance as per Annexure-II and shall be submitted to O/O Airport Director, AAI, Civil Airport, Jodhpur on or before **26.04.2018** upto 18:00 Hrs.

4. Concessions to the bidders registered with NSIC, shall be applicable as per the directives of Govt. of India. During bid evaluation EMD & Tender Fee exemption shall granted to NSIC/MSME Registered firm.

5. a). Criteria for participation in the tenders:-

I. Holding of PAN Number,

II. GST Registration.

III. Employees Provident Fund Registration,

IV. Employees State Insurance Corporation Registration

V. Having at least 3 years similar business experience (similar experience includes supply of manpower).

VI. Labour license/permits (If applicable as per Labour Laws **or** attach an affidavit regarding Non applicability of labour license on non-judicial stamp paper of Rs. 100/- duly attested by Notary Public)

VII. Having satisfactorily completed (Phase /Part completion of work shall not be considered for satisfactory completion of work for the purpose of experience) at least three works, each of Rs.4,29,792 /- (Rupees Four Lakh Twenty Nine Thousand Seven Hundred Ninety Two only) or two works, each of Rs. 5,37,240/- (Rupees Five Lakh Thirty Seven Thousand Two Hundred Forty Only) or one work of Rs. 8,59,584.00/- (Rupees Eight Lakh Fifty Nine Thousand Five Hundred Eighty Four Only) in single contract of similar nature of work including man power supply during the last five years ending on last date of extended date of submission of bids in India (Firms showing work experience certificate from Non-Government / Non

PSU organizations should submit 'Tax Deduction at Source certificate' in support of their claim for having experience of stipulated value of works).

VIII. Annualized average financial turn-over of Rs.3,22,344/-(Rs. Three Lakhs Twenty Two Thousand Three Hundred Forty Four Only) during the last three years ending 31st March, of previous financial year.

b). 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.

iii) Parties facing action under PPE Act, with AAI.

6. Following 3 (Three) Covers shall be submitted through online at e-portal by the bidder.

Cover – I (fees Cover): Containing following requirements of Contractor / Firm: -

I. Scanned Copy of payment proof of Tender fee.

(Tender Fee Rs. 1,120.00 (Rupees One Thousand One hundred Twenty Only) will be required to be paid offline in form of Demand Draft from Nationalized Bank or any scheduled Bank (But not from Co-operative or Gramin Bank) Demand Draft drawn in favour of Airports Authority of India payable at Jodhpur on or before last date of submission of bid and shall be submitted to O/O Airport Director, AAI, Civil Airport, Jodhpur.)

II. Scanned Copy of payment proof of EMD.

(Earnest Money Deposit for the Tender is Rs. 21,490.00 (Rupees Twenty One Thousand Four Hundred Ninety Only) will be required to be paid offline in form of Demand Draft from Nationalized Bank or any scheduled Bank (But not from Co-operative or Gramin Bank) Demand Draft drawn in favour of Airports Authority of India payable at Jodhpur

on or before last date of submission of bid and shall be submitted to O/O Airport Director, AAI, Civil Airport, Jodhpur.)

Cover – II (PQQ/Tech Cover) : Containing qualifying requirements of Contractor / Firm: -

The tenderer shall submit their application by downloading the “PQ Performa” (Annexure-V) from NIT, fill-up the required information and upload the digitally signed file of scanned documents and firm’s bio-data in support of their meeting each criterion mentioned as below in the Technical Bid/ Attachments Section in the portal. Hard copy of application shall not be entertained. Cover-II shall contain following documents-

I. Scanned copy of unconditional acceptance of AAI’s tender conditions in its entirety as per enclosed format.

(Duly filled original unconditional acceptance as per Annexure-II shall be submitted to O/O Airport Director, AAI, Civil Airport, Jodhpur on or before **26.04.2018** upto 18:00 Hrs.

II. Scanned copy of Registration Certificate of the Company & PAN number,

III. Scanned copy of GST registration Certificate.

IV. Scanned copy of valid ESI and EPF registration certificates.

V. Scanned Copy of Labour License (If applicable as per Labour Laws or attach an affidavit regarding Non applicability of labour license on Non-judicial stamp paper of Rs. 100/- duly attested by Notary Public)

VI. Scanned copy of proof of having satisfactorily completed (Phase /Part completion of work shall not be considered for satisfactory completion of work for the purpose of experience) at least three works, each of Rs.4,29,792 /-(Rupees Four Lakh Twenty Nine Thousand Seven Hundred Ninety Two only) or two works, each of Rs. 5,37,240/- (Rupees Five Lakh Thirty Seven Thousand Two Hundred Forty Only) or one work of Rs. 8,59,584.00/- (Rupees Eight Lakh Fifty Nine Thousand Five Hundred Eighty Four Only) in single contract of similar nature of work including man power supply during the last five years ending on last date of extended date of

submission of bids in India (Firms showing work experience certificate from Non-Government / Non PSU organizations should submit 'Tax Deduction at Source certificate' in support of their claim for having experience of stipulated value of works).

VII. Scanned copy of proof (CA Verified) of annualized average financial turn-over of Rs.3,22,344/- (Rs. Three Lakhs Twenty Two Thousand Three Hundred Forty Four Only) during the last three years ending 31st March, of previous financial year.

VIII. Declaration on Company letter head (Undertaking) indicating.

- a) The details of their contract at all the Airports of AAI, as a whole.
- b) Liability of payment of disputed/undisputed dues to AAI.
- c) That they are not debarred/black listed by any of the agencies including AAI.
- d) That they are not facing action under PPE act with AAI.

IX. Documents enclosed in cover -2 shall be self-attested.

Cover – III (Financial Bid):

The bidder shall fill the price schedule as follows:

Bidders are requested to note that they should necessarily submit their financial bids in the format provided (xls) and no other format is acceptable. The Financial Bid shows the bill of material for all items with scheduled quantities. Bidders are required to download the BoQ file, open it and complete the 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 file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected. It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of the evaluation process.

7. AAI reserves the right to accept or reject any or all application without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.

8. AAI reserves the right to disallow issue of tender document to working agencies whose performance at ongoing project (s) is below par and unusually poor and has been issued letter of 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 of 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 action as per AAI guidelines.

9. Security deposit will be 10% of the tendered amount, which has to be deposited by tenderer within 15 days of issue of award letter. The same shall be released after the three months of successful completion of work or final payment whichever is later.

10. If any information furnished by the applicant is found incorrect at a later stage, he/she shall be liable to be debarred from tendering/taking up of work in AAI. The department reserves the right to verify the particulars furnished by the applicant independently.

11. The successful tenderer must submit copy of the Labour license from Asst. Labour Commissioner within fifteen days from the date of issue of work order / award letter as applicable.

12. The contract agreement shall be executed on a non-judicial stamp paper of value Rs.500/- (Rupees Five Hundred only) and the cost of the stamp paper shall be borne by the agency.

13. The tender of the bidders who fail to submit the EMD before the stipulated time shall be rejected outright.

14. 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.

15. Refund of EMD

15.1 EMD of unsuccessful bidders shall be initiated automatically within 7 days of their 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.

15.2 The EMD amount shall be forfeited in the following events:

15.2.1 If the successful bidder fails to enter into a contract with AAI within 30 calendar days after the receipt of the work order

15.2.2 If the successful bidder fails to submit the performance guarantee with AAI within 30 calendar days after the receipt of the work order.

15.2.3 In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms as per letter in Annexure-II.

15.3 No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.

16. The EMD of the successful tenderer will be adjusted after completion of the above mentioned conditions.

17. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by tenderers who resort to canvassing will be liable to be rejected.

18. The Cover No. 3 (price bid) shall be opened only for those parties qualifying for all above.

19. Once the tenderer has given unconditional acceptance to AAI's tender condition in its entirety, they are not permitted to put any remarks / conditions (except unconditional rebate on quoted rates), if any in / along with tender enclosed in Cover no. 2.

20. In case the conditions mentioned above is found violated after opening the Cover No. 2, the tender shall be summarily rejected. AAI shall without prejudice to any other remedy, be at liberty to forfeit the full said earnest money absolutely.

21. 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.

22. 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.

23. 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.

24. 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.

25. The Contractor has to issue to the employee's Identity card with their photos and shall also maintain relevant register.

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

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

28. 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 arouses then Contractor shall be liable to borne for the expenses and result of such litigation.

29. In case were the contract period is over or the contract is terminated by either party the Contractor shall employ the workmen recruited by it at other place. In case the workmen recruited by the Contractor are not provided work at any other place and are discharged then all the eligible workmen shall be paid retrenchment compensation, gratuity, bonus, earned leave and other benefits payable under the labour laws. The Contractor accepts the liability arising out of this clause.

30. 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.

31. Damage to the equipment's of AAI due to the negligence of the contractor's workers shall be repaired at the contractors cost and shall be recovered from the dues payable including 23.75% departmental charges.

32. 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.

33. The tender for works shall remain open for acceptance for a period of One Hundred Twenty 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 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.

34. Tenders received after due date and time will not be entertained under any circumstances.

35. The acceptance of the tenders 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.

36. FORMATS AND SIGNING OF BID

36.1 The electronic Bids shall be digitally signed by the duly authorized representative of the bidder at e-tendering portal binding the bidder to the contract. Written power-of-attorney in favor of the person authorized to sign the bid electronically shall be submitted in this regard (if applicable) at the CPP portal. The e-bid submitted shall be in properly readable form and encrypted as per CPP portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions shall not be considered. Any such bids received with vendor terms and conditions shall be liable for rejection.

36.2 The bid shall not contain any interline insertions, erasers or overwriting. Any correction if necessary shall be made by scoring out the incorrect figures/words and shall be signed (physically for scanned documents / electronically otherwise) by the person or persons signing the bid.

36.3 The bidders shall digitally sign& encrypt their bids and upload the bids with all documents on-line at e-Tendering portal.

36.4 Bids which are not digitally signed, encrypted or “Not Duly SUBMITTED” shall not be accepted and such bids shall be liable to be rejected.

37. CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS

37.1 To assist in the examination, evaluation and comparison of bids the Buyer may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response thereof shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.

37.2 It may be noted that the enquiries / clarifications shall be entertained only through CPP E-Tendering Portal. All such queries received as per the scheduled date and time provided for queries / clarifications shall be responded / replied as per schedule given for receipt of queries in the NIT / tender. The reply shall be uploaded on the e-tendering portal. No verbal / telephonic enquiry shall be entertained during the tender process.

For details visit web site www.airportsindia.org.in/www.aai.aero

Date:

s/d
Airport Director
AAI, Jodhpur



AIRPORTS AUTHORITY OF INDIA

CIVIL AIRPORT, JODHPUR

Annexure – A

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My

Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids 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 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.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
- 3) For any technical assistance bidders may contact as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)

2.	Jr.Exe.(IT)	After 4 Hours of Issue	sanjeevkumar@aai.aero	011-24632950, Ext-3505	0930-1800 Hrs. (MON-FRI)
3.	A.G.M.(IT)	After 12 Hours	snita@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
4.	Jt. General Manager(IT)	After 24 Hours	ykkaushik@aai.aero	011-24651507	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

***The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.**



AIRPORTS AUTHORITY OF INDIA
CIVIL AIRPORT, JODHPUR
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 work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of the work which the work is to be executed and nothing extra shall be paid on this account.
4. The Contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
5. 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 days excluding Sundays and Holidays.
6. If at any time the work of conduct of any worker is found unsatisfactory by AAI, such persons shall be removed by the Contractor immediately with suitable substitute.
7. The Contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty.
8. The work force deployed for this job contract shall be regular employee of the contractor. The contractor shall be responsible for the recruitment, detainment 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.

09. 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.

10. Agency shall be paid on monthly basis. The contractor is required to submit his 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 in each month:

a). Wage Muster Copy.

b) EPF/ESIC/Professional Tax/GST (as per applicable rate) Challan copies (as applicable) along with details of EPF/ESIC/Bonus/Professional Tax contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challan submitted.

12 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 contractor's 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.

13. 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.

14. 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.

15 The period of notice given under this agreement will count from the date of receipt of notice by either side.

16. Subject as hereinbefore 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.

17. 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.

18. 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.

19. 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.

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 thereunder 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 Receiver is 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 contractor 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. This contract may be terminated by the Authority by giving one calendar month's (30 days) notice in writing given at any time without assigning any reason. If this agreement is so terminated all the structures, installations, equipment's and all other things whatsoever brought by the contractor shall be removed by the contractor and the premises shall be delivered up to the Authority without claiming any compensation whatsoever provided that the Authority shall have the absolute option of purchasing the said structures or installations on the said space or any part of them at a valuation to be agreed between the Authority and the licensee and in case of disagreement to be fixed by arbitration as provided in this agreement.

25. 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.

26. 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.

27. 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.

28. The tenderer shall acquaint him with the proposed site of work, its working details before quoting his rates.

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

30. In case were the contract period is over or the contract is terminated by either party the Contractor shall employ the personnel deployed by it at other place. In case the workmen recruited by the Contractor are not provided work at any other place and are discharged then all the eligible workmen shall be paid retrenchment compensation, gratuity, bonus, earned leave and other benefits payable under the labour laws.

31. 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.

32. 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 make up by generating additional resources etc.

33. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Government property and in case of any damage he shall make good the same at his own cost.

34. Royalty, if any, at the prevalent rates shall be paid by the contractor on all materials and machineries collected by him for the execution of the work direct to the revenue authority of the state government concerned and nothing extra shall be payable to him on this account.

35. The following declaration should be submitted by the contractor on his letterhead.

“Declaration by the Contractor/Tenderer”

I/We hereby declare that none of the members of my / our relatives is a relative of any Employee of AAI and I / We also further declare that no Executive / Employee of Airports Authority of India is/are a Director/Partner of my/our Firm/Company Partnership/Proprietor.

s/d
Airport Director
AAI, Jodhpur



AIRPORTS AUTHORITY OF INDIA
CIVIL AIRPORT, JODHPUR

SPECIAL CONDITIONS OF THE CONTRACT

SCOPE OF WORK:

01. The Job Contract for Data Entry Operator at Civil Airport Jodhpur has to perform duties in various sections of AAI Jodhpur as directed From Airport Director Jodhpur.
2. Normal shift timing would be of 8 (Eight) hours duration.
3. Data entry operators shall be deputed in shift as well as in General duty as and when required.

SPECIFICATIONS:

1. AAI shall not entertain any claim from either Contractor or his Employee for regular employment / absorption in AAI.
2. The Timings of duties will be decided from time to time and will be any 8 Hrs duty in a day.
3. The persons who will be employed as Data Entry Operator by Contractor / Suppliers must have following minimum qualifications and attributes.
 - (a) They must be 10+2 (12th) passed in any discipline from recognized Board.
 - (b) They must be well versed with the use of MS Office, Excel, Windows Operating System and must possess an English / Hindi Typing skills with minimum 30 words per minute speed.
4. The Contractor shall carry out the work mentioned above as per the specification and schedule of work to the satisfaction of the AAI, failing which AAI shall be empowered to carry out the same (after serving notices in this regard) through any other agency at the risk and cost of the Contractor. The decision of the AAI shall be final and binding on the Contractor in this regard.
5. The Contractor shall be responsible to ensure the availability of Five **(05) nos. Skilled persons for Six days in a week i.e. 26 days in month & 8 hrs/day**, as per timings mentioned above. **The manpower deployed will be as per the existing rule laid by state labour and employment department.**
6. The Contractor shall be responsible for meeting the requirement of labour Regulations/ Registration, Local Laws / Bye-Laws, making insurance for the Employees deployed by him.

SPECIAL CONDITIONS OF THE CONTRACT

1. Period of Contract: The contract period shall be for Twelve months from the effective date of contract and may be extendable for period of another six months with same terms and conditions.
2. 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.
3. The price quoted shall be inclusive of all taxes for the contract periods excluding EPF, ESIC, EDLI, Admin. Charges, Bonus & GST (as per applicable rate). However, the difference in minimum wages based on the actual payment (minimum wages, National Holidays, Labour Day) made to the labour will be paid to the contractor on revision of minimum wages by the office of Regional Labour Commissioner (Central). 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 and GST (as per applicable rate) for reimbursement. However, no additional amount such as contractor's Premium/profit etc. will be paid on this reimbursement.
4. The contractor shall be responsible for the following points during period of contract:-
 - I. Firm have to submit Affidavit on prescribed format given below on Non Judicial Stamp Paper of 100/- within 15 days of commencement of work.
 - II. All the Payment (i.e. Wages, OT, Bonus, N/H and Labour Day etc.) is to be made to the workers by A/c Payee Cheque / RTGS / NEFT only.
 - III. 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.
 - IV. 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.
 - V. P.F. Contribution for total manpower @ 12 % per year for each worker on actual wages paid excluding Overtime.
 - VI. E.S.I.C. / Accident cum Mediclaim Policy Premium for total manpower @ 4.75% per year for each worker.
 - VII. EDLI & Admin charges for total manpower @ 1.15% per year for each worker.
 - VIII. Bonus for total manpower @ 8.33% per year for each worker.
 - IX. Payment will be made to the contractor after submitting the following documents each month.

a. Wage Muster Copy.

b. EPF / ESIC / Professional Tax/GST (as per applicable rate) Challans copies (as applicable) along with details of EPF / ESIC / Bonus / Professional Tax contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challans submitted.

X. The contractor should quote the rates very carefully in SCHEDULE OF QUANTITIES considering current rates of minimum wages & all statutory requirements as per above. Quoted rates by the firm should include the following cost components:

a. Total manpower cost per year based on actual wages paid as per labour act by the firm per day per worker (should not be less than minimum wages rates applicable)

b. Total hire charges for T & P

c. Profit and overhead charges

5. 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.

6. The rates quoted by contractor shall be fixed during the entire period of contract.

7. 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

s/d

Airport Director
AAI, Jodhpur



AIRPORTS AUTHORITY OF INDIA
CIVIL AIRPORT, JODHPUR

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 herein 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 {Airport Director/Competent Authority}.

(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 contractors(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 disputes 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 thereunder 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.



AIRPORTS AUTHORITY OF INDIA
CIVIL AIRPORT, JODHPUR

UNCONDITIONAL ACCEPTANCE LETTER

(To be submitted in cover No.1 with Technical Bid))

To,

The Airport Director,
Airports Authority of India,
Civil Airport,
Jodhpur-342011.

Sub: ACCEPTANCE OF AAI's TENDER CONDITIONS

Sir,

- 1) The tender documents for the work "**Job Contract for 05 No's of Data Entry Operator at Civil Airport, Jodhpur.**" have been sold to me / us by Airports Authority of India and I / we have downloaded from the e-portal. I/we hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender document made available to me/us from the e-portal, 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(s) the tender conditions of AAI's tender documents in its entirety for the above work.
- 3) The contents of the NIT of tender have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks /conditions (except unconditional rebate on quoted rates, if any) in the tender, enclosed in "Envelop No.2" and the same has been followed in the present case. In case, this provisions of the tender is found violated after opening "Envelop No. 2". 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 10% amount of earnest money deposited.
- 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 ask for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI.

Yours faithfully,

(Signature of the Tenderer with Date & seal / stamp)

UNDERTAKING

(TO BE SUBMITTED IN Envelope-A)

To be submitted on letter head of contractor

Name of work: Job Contract for 05 No's of Data Entry Operator at Civil Airport, Jodhpur.

The tender document for the above work has been sold to me by Airports Authority of India and in addition to entire tender conditions of above work. I/We hereby give undertaking as below:

If, my/our offer is accepted and work will be awarded to me/us:

- a. I/We shall be engaging the required numbers of skilled persons.
- b. I/We shall be strictly follow the all regulations and the prevailing rules/instructions of the labour regulating authority and other statutory regulating authority pertaining to the all labour issues such as wages, facilities, bonus and other labour welfare.
- c. I/we shall be fully responsible for any complaint/ dispute relating to labour issues in labour court/civil court/in front of any other regulatory body and I/ We will settle all such issues/matters ourselves without involving Airports Authority of India

Yours faithfully,

Date: _____

Place: _____ Signature of the Tenderer/s With rubber stamp

ANNEXURE- IV

AGREEMENT FOR Job Contract for 05 No's of Data Entry Operator at Civil Airport, Jodhpur.

ARTICLES of agreement made at Jodhpur Airport this _____ day of _____
20 __ BETWEEN Airports Authority of India a body corporate constituted by the Central Government under the Airports Authority of India Act (55 of 1994) and having its offices at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110 003 and at Civil Airport, Jodhpur hereinafter referred to as the 'Authority' which term shall include its Chairman, Director or Controller of Aerodrome/Communications and other Officers, Successors and assigns of the one part AND _____
S/o. _____ carrying on business in the name and style of _____ having its Principal Office at _____ of the other part hereinafter referred to as 'Contractor' which shall include his heirs and representatives.

NOW WHEREAS the Authority is desirous of award of Job Contract for 05 No's of Data Entry Operator at Civil Airport, Jodhpur AND WHEREAS Contractor and the Authority hereby mutually agree to the following terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

1. The Contractor hereby agrees to render to the Authority the said services as specified in the Form of Tender, Agreement and its Annexures and same shall form part and parcel to this present agreement.
2. This agreement shall be deemed to commence from _____ and shall continue to be in force until _____ or earlier as determined by the Authority by giving to the Contractor one calendar Month's written notice of its intention to terminate the same without assigning any reasons.
3. In consideration of the contractor performing the said services, the Authority shall pay the contractor a total sum of Rs. _____ (Rupees _____ only) per month before the 7th of every month on submission of the bill by the contractor. The contractor shall not be entitled nor be reimbursed any amounts then as agreed in the said clauses except on mutual written understanding as per exigencies of work.
4. The Authority shall allow the Contractor, his agents, representatives 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 any loss or damage caused to the premises and property by his agents, representatives or employees while rendering the said services.
5. The contractor hereby agrees to employ in his own work force and supervisory staff required for the purpose of executing the present job contract
6. The Contractor has agreed to comply with all the applicable statutes and shall indemnify the Authority against any and all claims/liabilities/litigations arising due to the present job contract and liabilities arising due to the present arrangement even after cessation of the present arrangement.

7. 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. To comply with all liabilities arising out of any provision of labour Acts/Enactments hitherto in force or enacted from time to time during the execution of this contract, shall be the responsibility of the contractor. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Furthermore, the contractor shall be responsible for the payment of compensation, insurance etc., if any, in respect of his employment.

8. It has been mutually agreed that the present arrangement shall be terminated by either parties by giving one month notice of such desire in writing, no such notice or notice period would be required to be given to the Contractor in case of contravention of any clauses or services by him or his personnel. The decision of Authority in this regard shall be final and binding.

9. At the time of commencement of work, the contractor shall pay 10% of the contract amount in the form of FDR /Demand Draft/Bank Guarantee from Nationalized Bank in favour of AAI, which will be retained by the Authority as Security Deposit for the due and faithful fulfillment of the contract. The Security Deposit will be refunded three month after the satisfactory completion of the contract period or final payment whichever is later. No interest shall be payable by the Authority on the amount of Security Deposit so held. The Authority reserves the right to forfeit fully or partly Security Deposit in the event of failure on the part of the contractor to execute the contract or observation of all or any of the terms and conditions. The decision of AAI in this regard shall be final and binding.

10. The contractor agrees to undertake the additional jobs other than those specified in the said schedule on the Authority paying such additional charges as may be mutually agreed to between the parties.

11. The contractor agrees to insure the persons deployed against any damage to persons or property due to the commission or omission of any act by the contractor or any person deployed by him by taking insurance policy. A copy of the insurance policy shall be submitted to AAI within one month from date of commencement of work.

12. The contractor undertakes to carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards the nature of service or as regards the personnel doing the same, the Authority shall intimate to the contractor who shall attend to the complaints promptly.

13. The contractor shall employ only such servants who shall have good character and be well behaved and skillful in their work. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen of signature or thumb impression of all servants who he proposes to employ for the purpose of this agreement before they are so employed and the . 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.

14. The contractor agrees to obtain at his own cost necessary license etc. from the O/o. the Regional Labour Commissioner (C) as required under contract labour (R&A) Act 1970 and shall produce the same

before commencement of the work. The contractor shall also obtain such license etc. at his cost under the various laws from time to time for performing the necessary job and get the same renewed before expiry and AAI does not take any liabilities whatsoever on this account. In case of non-renewal of any statutory licenses the contractor shall be solely responsible for the consequences and it shall further lead to automatic termination of this arrangement.

15. The contractor shall pay no less than minimum wages to its employees as increased by the state/central govt. from time to time. Payment of wages to the contractor's employees shall be made in the presence of authorized representative of AAI before 7th of every month.

16. The contractor's employee shall have no right whatsoever to claim any employment in AAI & the benefits arising there from & they shall be the contractor's employees for all purposes at all the time. Before deploying any personnel the contractor shall submit an Undertaking from his personnel so deployed that they will not seek employment in AAI. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arouses then Contractor shall be liable to borne for the expenses and result of such litigation.

17. The contractor has to produce PF & ESIC certificate every month along with bill to the effect that PF & ESIC has been deposited with appropriate authority in respect of personnel engaged by him. All the payment (i. e. wages, Over Time, N/H and Labour Day etc.) is to be made by A/c payee cheque/RTGS Only. Payment will be made to the contractor after submitting the following documents each month.

a. Wage Muster Copy.

b. EPF / ESIC / GST (as per applicable rate)/ Professional Tax Challans copies along with details of PF / ESIC /Bonus/ Professional Tax contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challans submitted.

18 The Proof of bonus paid to employees shall be submitted to the Authority.

19. The bill produce by the contractor shall clearly indicate GST (as per applicable rate) component separately with GST (as per applicable rate) registration number, if applicable.

20. The contractor has gone through the general conditions of contract, forming part to this agreement and the same are accepted by the contractor in totality for the execution of the contract awarded to the contractor

21. The decision of the Authority with regard to any dispute arising out of this contract shall be final.

22. This contract or 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 the consent in writing of the Airports Authority of India.

23. The complete tender document consisting of NIT, General conditions, Special conditions, Tender form and work order shall constitute as the part of this agreement.

24. The Contractor agrees to 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.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HAND

THIS THE _____ DATE _____ SIGNED AND

DELIVERED BY THE _____

IN THE PRESENCE OF 1. _____

2. _____

SIGNED AND DELIVERED BY _____

IN THE PRESENCE OF 1. _____

2. _____

CHECK LIST**ANNEXURE- V****(To be uploaded by applicants along with tender application in Technical bid/Bid-I)****Name of the work: “Job contract for 05 No’s of Data Entry Operator at Civil Airport, Jodhpur”.**

Sr. No.	Name of Document	Enclosure Checklist/ Details
1	A) Name and address of the firm / contractor Telephone, Fax, E-mail B) Authorized Signatory (Name and Designation)	
2	Details of submission of Earnest Money Deposit of Rs. 21,490/-	Yes/No
3	Memorandum of Association or Partnership Deed or Proprietorship deed as the case may be	Yes/No
4	Self attested Copy of PAN Card	Yes/No
5	Self attested Copy of GST (as per applicable rate)	Yes/No
6	Self attested Copy of EPF Registration Certificate	Yes/No
7	Self attested Copy of ESIC Registration Certificate	Yes/No
8	Self attested Copy of Labour License (If applicable as per Labour Laws or attach an affidavit regarding Non applicability of labour license on Non-judicial stamp paper of Rs. 100/- duly attested by Notary Public)	Yes/No
9	Acceptance of all tender conditions as per Annexure II of NIT document	Yes/No
10	Client work completion certificate as per Para 7(V) of GCC of NIT, for similar work of below mentioned amount (Work Order shall not be accepted) a) Three works each of Rs. 4,29,792/- b) Two works each of Rs. 5,37,240/- c) One work of Rs. 8,59,584/-	Yes/No
11	Self attested Copy of Audited Balance Sheet of last three Financial years.	Yes/No
12	Declaration by bidder as given in Para 35 of GCC of NIT	Yes/No
13	Undertaking as per Annexure- III	Yes/No
14	Checklist as per Annexure V	Yes/No
15	Signed copy of complete Tender document.	Yes/No

DECLARATION

I (_____) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake / incorrect, my EMD may be forfeited & action as deemed fit by AAI can be taken against me.

Place:

Date:

Signature Authorized Signatory of the Contractor /



AIRPORTS AUTHORITY OF INDIA

CIVIL AIRPORT, JODHPUR

SCHEDULE OF QUANTITIES

Name of the work: “Job contract for 05 No’s of Data Entry Operator at Civil Airport, Jodhpur”.

Sl. No.	Description of Items	Unit	Qty. (for period of 12 months)	Rate (Quoted for one Skilled Personnel per month)	Total amount
A	B	C	D	E	F=D×E
1	Providing Skilled Personnel (05nos.) at Civil Airport, Jodhpur	Month	5x 12 = 60	To be filled on CPP Portal	-

(Rupees _____)

Note: The Quoted rate shall be exclusive of GST, EPF, ESI, EDLI, and Admin. Charges, Bonus (as per applicable rate) amount.

Signature of agency with seal