



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
S.V.AIRPORT, RAIPUR
(CNS WING)

TENDER DOCUMENT

NAME OF WORK	Job Services contract for conservancy workers for CNS Department at S.V. Airport, Raipur.
Estimated cost	Rs. 1178313/-
Time Period	Twelve Months
Tender Processing fee	Rs.590/-
Last date and time of e-bid submission	27.07.2020 (18:00 HRS)

Sd/-

SM(Elex.)
For Airport Director
AAI, S.V. Airport, Raipur

INDEX

NAME OF WORK:-” Job Services contract for conservancy workers for CNS Department at S.V. Airport, Raipur.

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NOTE:- Clarification / Corrigendum if any, will be uploaded only on e-tender CPP portal <http://etenders.gov.in/eprocure/app>

This is certified that this Tender Documents contain 44 Pages serially from 1- 45.



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
स्वामी विवेकानंद हवाई अड्डा, रायपुर
SWAMI VIVEKANANDA AIRPORT, RAIPUR

Ref. No: AAI/RPR/CNS/eNIT/2020

Date: 15.07.2020

ई-निविदा आमंत्रण सूचना (2 बी.ओ.टी. - खुली निविदा 2 लिफाफों में)

NOTICE INVITING e-TENDER (2 BOT – 2 Cover Open Tender)

(Tender ID: 2020_AAI_53037_1)

1. Item rates tenders are invited through the e-tendering portal by CNS Incharge, AAI, S.V. Airport, Raipur on behalf of Chairman, AAI from the eligible contractors for the work of “**Job Services contract for conservancy workers for CNS Department at S.V. Airport, Raipur**” at an estimated cost of Rs **11,78,313/- (Rupees Eleven Lac seventy eight thousand three hundred thirty only) without GST**. Time allowed: (Twelve Months) 12 Months.

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

Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements/guidelines at “Bidders Manual Kit & Help for Contractors”, register themselves at NIC CPP e-tendering portal, obtain ‘User ID’ & ‘Password’ and go through the ‘Help for Contractors / Bidder’s Manual Kit’ available in the Home Page after log in to the NIC CPP portal www.etenders.gov.in. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 day’s time. The tenderer may also take guidance from AAI Help Desk Support.

3. CRITICAL DATE SHEET

Published Date & Time	15.07.2020 (18:00 HRS)
Bid Document Download/ Sale Start Date & Time	15.07.2020 (18:00 HRS)
Clarification Start Date & Time	15.07.2020 (18:00 HRS)
Clarification End Date & Time	24.07.2020 (18:00 HRS)
Bid Submission Start Date & Time	15.07.2020 (18:00 HRS)
Bid Submission End Date & Time	27.07.2020 (18:00 HRS)
Bid Opening Date & Time (Cover)-I	29.07.2020 (11:00 HRS)
Last Date & Time of submission of Original Demand Drafts (DD) against EMD and Tender Fee to the office of AAI, S.V. Airport, Raipur...	28.07.2020 (18:00 HRS)
Bid Opening Date: Cover-II	10.08.2020 (11:00 HRS) TENTATIVE

4. **Hard Copy of tender application/ any other documents (except Original Demand Drafts against Tender Fee & EMD) shall not be entertained.**

5. **Tender fee of Rs. Rs.590/- (non-refundable)** will be required to be paid offline in the form of Demand Draft drawn **in favour of Airports Authority of India** payable at **Raipur** from Nationalized or any scheduled **bank** (but not from co-operative or Gramin bank).

6. **EMD of value of Rs. 23,566/- (Rupees Twenty three Thousand Five Hundred Sixty six Only)** shall be accepted offline only in the form of Demand Draft drawn in favour of **Airports Authority of India payable at Raipur** from Nationalized or any scheduled bank (but not from co-operative or Gramin bank).

The original Demand Drafts (DD) against Tender fee and EMD shall be submitted to CNS Incharge, AAI, S.V. Airport, Raipur-492015 on or before the due date and time i.e. as per stipulated date and time mentioned in critical date sheet. Any postal delay will not be entertained and summarily be rejected. The details of the Demand Draft / any other accepted instrument physically sent should tally with the details available in the scanned copy uploaded and the data entered during the bid submission time.

7. **Mode of Bid Submission:**

Bids shall be submitted online only at NIC CPP e-portal website: www.etenders.gov.in. Bidders / Contractors are advised to follow the instructions / guidelines provided at “Bidders Manual Kit” & “Help for Contractors” for online Bid Submission”.

Further it may be noted that tenders which are duly submitted on e-tender portal (CPP) 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 NIC CPP e-portal. In case of any difficulty, bidders may contact the Help Desk numbers and email IDs provided in the CPP portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

It is “Two Covers” on-line bidding system. The following Two Covers shall be submitted through online at NIC CPP e-portal by the bidder. Last date and time of submission of bids is **as per stipulated date and time mentioned in critical date sheet.**

Cover-I (Pre Qualification Cover and Technical Cover):

1. Containing scanned copy of DD against Tender Fee & EMD:-

Tender Fee & EMD Exemption:

Scanned copy of Demand Drafts against Tender Fee & EMD shall be uploaded in Cover-I (**Pre Qual Cover and Technical Cover**) on CPP portal. Bidders, who are claiming for exemption from submission of Tender Fee & EMD, shall upload the scanned copy of their registration certificates with the concerned body/necessary documents in support of their eligibility for exemption in Cover-I (Pre Qual Cover and Technical Cover) on CPP portal.

The original Demand Drafts (DD) against Tender fee & EMD shall be submitted to CNS Incharge, AAI, S.V. Airport, Raipur-492015 on or before the due date and time as per critical date sheet. The Bidders who neither submitted the original demand drafts against tender fee & EMD by due date & time nor found eligible for exemption from submission of tender fee & EMD, their tender application shall be summarily rejected.

2. Containing qualification requirements of Contractors/ Firms:-

The tenderers shall submit their application by downloading the “e-Tender Notice /Tender Document” from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criteria mentioned below in the “Cover-I (Pre Qual Cover and Technical Cover)” on the CPP portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Qualifying requirements of contractor/firms: -

- i. Agency should have valid Registration on the Date of Submission of bid through e-portal in appropriate class of CPWD/ MES/P&T/ Railways/ State PWD/PSU/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata/ Agency Specialized in the similar nature of work **OR**
Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered, however predetermined phasing of the work will be accepted) three works, each of. **Rs. 4,71,325/- (40% of tender value) per annum** or two works, each of **Rs. 5,89,157/- (50% of tender value) per annum** or one work of **Rs. 9,42,650 (80% of tender value) per annum** in single contract of similar nature of work during last seven years in India ending on **last date (extended date)** of submission of bids. Client

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

- ii. Should have annualized average financial turnover of **Rs. 3,53,494/-** against works executed during last three years ending **31st March 2020**. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- iii. Should have Permanent Account Number (PAN).
- iv. Should have GST Registration Number and submit the GST Undertaking given on Annexure -02 at page no. 17.
- v. Should have EPF & ESI registration number.
- vi. Should have Valid ISO registration certificate for outsourcing job.
- vii. Scanned copy of Unconditional Acceptance Letter as per the **Annexure-01** at page no. 16.

Cover-II (Financial Cover):

Containing the financial e-bid through CPP portal: - All rates shall be quoted in the format uploaded in the CPP e-portal and no other format is acceptable. The Tenderer shall upload the digitally signed **Price Schedule (.xls type file) in Cover – II (Financial Cover)**.

Bidders may please note that the Schedule of Quantities (SOQ) is uploaded in the portal. The same Schedule of Quantities (SOQ) shall be downloaded, opened and be filled in the blue coloured editable (un-protected) cells only with their respective financial quotes /rates and other details (such as name of the bidder). No other cells should be changed. Once the details have been filled & completed, the bidder should save it and submit it online, without changing the filename. If the SOQ / BOQ file is found to be modified by the bidder, the bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided/uploaded only and no other format is acceptable.

Tenderer who has downloaded the tender from Central Public procurement Portal (CPP) website <http://etenders.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be black listed from doing business with AAI.

The following procedures shall be adopted for the eligible MSE's firms registered with MSME/DIC/NSIC/KVIC/KVIB/ Directorate of Handicraft & Handlooms etc. as per the GOI Rules & Regulations and having valid registration certificate on the last date of submission of tender;

- (i) Bidder shall upload the scanned copy of valid registration certificate with the concerned body /authorities & other necessary documents in support of their eligibility for the exemption

from the submission of tender fee & EMD. Hard copy of documents /certificates shall not be entertained

(ii) During bid evaluation EMD exemption shall be granted to the MSE's firms registered with MSME/DIC/NSIC/KVIC/KVIB/Directorate of Handicraft & Handlooms etc. having valid registration certificate on the date of issue of tender. In case MSE's firms registered with MSME/DIC/NSIC/KVIC/KVIB/Directorate of Handicraft & Handlooms etc. registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected out-rightly.

8. Bids Opening Process is as below :-

Cover-I (Pre Qual Cover and Technical Cover):

1. **Containing scanned copy of DD against EMD & Tender Fee / scanned copy of documents for Exemption of Tender Fee & EMD** (uploaded by the contractors / firms) shall be opened **as per stipulated date and time mentioned in critical date sheet**. The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors / firms through e-tendering portal.

2. **Containing pre-qualification documents /certificates** (uploaded by the contractors / firms) shall be opened **as per stipulated date and time mentioned in critical date sheet along with the scanned copy of Demand Drafts for Tender Fee & EMD or who had uploaded the scanned copy of valid MSE registration certificates & other documents in support of their eligibility for the exemption from the submission of tender fee & EMD,**

- Also containing scanned copy of Unconditional Acceptance Letter (uploaded by the contractors / firms) shall be opened **as per stipulated date and time mentioned in critical date sheet of those bidders only who meets the pre-qualification criteria. (Depending on Pre-qualification bid evaluation, any changes in the date shall be intimated through /uploaded in CPP e-portal). Tenderer who failed to upload the scanned copy of duly signed Unconditional Acceptance Letter in Cover-I on the CPP e-tendering portal by due date & time of bid submission (or by extended date & time of bid submission, if any), his tender application will be summarily rejected. Hard copy of documents shall not be entertained.**

If any clarification is needed from the bidder about the deficiency in his uploaded documents in **Cover-I**, he will be asked to provide it through "Upload Short Fall Documents" link in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable for rejection.

The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors / firms through e-tendering portal.

Cover-II (Financial Cover): Containing the financial e-bid through CPP portal.

The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened **as per stipulated date and time mentioned in critical date sheet. (Depending on Technical Bid evaluation, any changes in the date shall be intimated through /uploaded in CPP e-portal).**

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

10. AAI reserve the right to disallow issue of tender documents to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter or restrain / Temporary / Permanent debar by any department of AAI. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm, then AAI shall take the following action:

a) Forfeit the entire amount of EMD submitted by the firm.

b) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.

11. Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.

12. Purchase preference to Central Public Sector Undertaking and Price preference to MSE shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

13. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors / Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.

Sd/-

CNS Incharge
AAI, S.V. Airport, Raipur
For and on behalf of Chairman, AAI

GUIDLINES TO TENDERERS

Sealed item rate e-tenders are invited through e- tendering portal on behalf of the Chairman, Airports Authority of India for the work “**Job Services contract conservancy workers for CNS Department at S.V. Airport, Raipur**” Time allowed for completion of work is **12 (Twelve) months** from the date of start of work. Extendable for further 12 months based on the performance.

The Tenders shall be in prescribed Form.

1. Not more than one Tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
2. The Accepting Authority shall be the Airport Director, S.V. Airport, Raipur, Airports Authority of India.
3. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so. Such power of attorney to be uploaded with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
4. Tender documents consisting of specifications, Schedule of quantities of the work to be done, the conditions of contract and other necessary documents will be open for inspection in the office of the Airport Director, AAI, S.V. Airport, Raipur-492015 between **1000 Hrs to 1800 Hrs** every day except Saturday, Sunday and public holidays. Tender document can be downloaded from the AAI e-tendering portal. **Tender fee of Rs.590/- (non-refundable)** will be required to be paid offline in the form of Demand Draft drawn **in favour of Airports Authority of India** payable at **Raipur** from Nationalized or any scheduled **bank** (but not from co-operative or Gramin bank).
5. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil(so far as is practicable), the form and the nature of the site ,the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of T&P, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labours etc and in general shall themselves obtain all necessary information as to risks, contingencies and other Circumstances which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any mis-understanding or otherwise shall be allowed.
6. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and rates at which stores, tools and plant etc., will be issued to him by Airports Authority of India, local conditions, local materials rates and other factors being on the execution of the works.
7. All rates shall be quoted in “**Item**” section on AAI e-tender portal as **Envelope” II”/ (Financial Cover) Price Bid**. Lowest price/L1 shall be decided by the amount of items of SOQ/BOQ.

8. As this tender is an Item rate Tender, rates for item quoted shall only be considered. Tenderers which propose any alternation in the works specified in the said form of invitation to tender, or in the time allowed for carrying out work, or which contain any other conditions of any sort including conditional rebates will be summarily be rejected.

9. Earnest Money of amount **Rs. 23,566/- (Rupees Twenty three Thousand Five Hundred Sixty six Only)** shall be deposited offline in the form of DD from any schedule bank of India preferably from Nationalized bank but not from Co-operative/Gramin bank as per Performa given in NIT in favour of Airports Authority of India payable at Raipur. The scanned copy of EMD to be uploaded in Envelope-I. The original EMD in sealed cover should be submitted by the bidder in the office of Airport Director, AAI, S.V. Airport, Raipur-492015 by **1800 Hrs** up to **28.07.2020**. The EMD of successful tenderer will also be liable to be forfeited, if he does not full fill the following conditions.

i) Furnishing of Security Deposit in the form of Performance Bank Guarantee (PBG) from any schedule bank of India preferably from Nationalized bank but not from Co-operative/Gramin bank as per Performa given in NIT (Annexure-03), in favour of Airports Authority of India payable at Raipur for an amount equivalent to 10% of the total contract amount within 15 days of the receipt of the letter awarding the contract.

ii) Execution of the agreement (Agreement Form, page 38 to 41) within 10 days of the receipt of the letter awarding the contract.

iii) Undertaking the work within 7 days of the receipt of the letter awarding the contract.

10. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision. A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents. A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.

11. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.

12. Airports Authority of India shall return the earnest money where applicable to every unsuccessful Tenderer except as provided in the Tender documents.

13. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will liable to be rejected.

14. The tenderer shall not be permitted to tender for works in Airports Authority of India, in which his near relatives is posted as Managerial post of (Finance & Accounts) or Sr. Officer or as an officer in any capacity in AAI and responsible for award & execution of contracts. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from tendering for next 2 years. The term NEAR RELATIVE means spouse/ children/ parents /grandparents /brothers /sisters /uncles /blood relations /cousins and their corresponding in- laws.

15. The contractor shall give a list of AAI employees related to him.

16. No officer of Gazetted rank or other Gazetted officer employed in Operation Directorate or Administrative duties in an operational Department of Airports Authority of India/Govt. Of India is allowed to work as contractor for a period of two years of his retirement from Airports Authority of India/ Government Service, without the previous permission of Airports Authority of India/Govt. of India. The contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Airports Authority of India/ Govt. of India as aforesaid before submission of the Tender or engagement in the contractor's service.

17. The Tender for the work shall remain open for acceptance for a period of (90) **ninty 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.**

18. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instruction from the Officer-in-Charge shall be communicated to the Officer-in-Charge.

19. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also, if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then AAI shall take the following action:

- a) Forfeit the **entire amount of EMD** submitted by the firm.
- b) Debar the firm for minimum three years to tender for AAI in any name/style.

20. The successful bidder also has to take security clearance from BCAS.

Note: It may be noted that the licensee shall be allowed to operate the facility or to work in Security Hold Area of the Airport after BCAS clearance /approval from other regulatory agencies is obtained. The successful tenderer shall be required to apply and take Security Clearance from BCAS website <https://esahaj.gov.in> for issuance of Security Clearance from BCAS office.

21. GST or any other duty levied by custom Authority in respect of import of any materials or any other tax on material, labour, services or contract in respect of this work contract including payment to local/Govt/Statutory authorities shall be payable by the contractor and Airports Authority of India will not entertain any claim whatsoever in this respect. Nothing extra will be paid by AAI in this respect.

22.

a) All tendered rates shall be exclusive of all taxes, duties, cess, fee and charges levied under any statute including **GST**. Wherever supplies /services involve, imports the same should be identified separately. Basic Custom Duty will be paid by AAI by utilizing EPCG licence/duty scrip under SEI scheme of GOI. **GST shall be paid to bidder for any taxable supply/services against a valid tax invoice** (as per GST Rules).

However, pursuant to the Constitution (46th Amendment) Act. 1982, If any further tax or levy is imposed by Statue, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such tax/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of

the Officer-in-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

The rate quoted for the job contract component by the Tenderer shall be inclusive of Bonus and **exclusive of EPF and ESI**. EPF and ESI amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

b) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Airports Authority of India and/or Office-In-Charge and further shall such other information/document as the Officer-In-Charge may require from time to time.

c) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th Amendment) Act 1982, give a written notice thereof to the Officer-In-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

23. The site for the work is available for inspection prior to participating and quoting the item rate.

24. MODE OF SUBMISSION OF TENDERS:

24.1 Tender for the present work shall be submitted online through e-tendering portal in two bid system as detailed in Notice e-Tender (e-NIT).

24.2 Scanned copy of Tender fees (Rs.590/-) and earnest money deposit (EMD) of value **Rs. 23,566/- (Rupees Twenty three Thousand Five Hundred Sixty six Only)** in the form of Demand Draft as stipulated in the notice inviting tender may be submitted in Cover I (Pre Qual Cover and Technical Cover) of e-tendering portal along with unconditional acceptance of AAI's Tender Conditions (Performa given in Annexure-01 of Guideline to Tenderer of Tender Documents).

24.3 Original Tender fee DD, EMD DD, hard copy of signed unconditional Acceptance of AAI's Tender Conditions to be sent to

**CNS Incharge,
Airports Authority of India,
S.V. Airport, Raipur.**

on or before the date **as per stipulated date and time mentioned in critical date sheet**. Tender of tenderer whose original DD's and unconditional acceptance of AAI's tender conditions are not received **as per stipulated date and time mentioned in critical date sheet** then their tenders will be summarily rejected. Any postal delay will not be entertained.

24.4 The Financial e –Bid shall be submitted in “Items” section of e-tendering portal. Once the contractor has uploaded/submitted the unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark(s)/conditions(s) in/ along with the Tender Document (Except unconditional rebate i.e. header discount (%) if any in “Bid Invitation Information Price component” section only).

25. This notice of tender shall form part of contract documents. The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 10-days from date of award of work, sign the contract/Agreement consisting of Notice inviting Tenders, General conditions of contract, special conditions, General and particular specification, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading thereto.

26. PURCHASE PREFERENCE TO PUBLIC ENTERPRISES

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

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

FORMS AND ACCEPTANCE LETTERS

DETAILS OF EARNEST MONEY DEPOSIT

Demand Draft : No.....
Dated.....

Name of the Issuing Bank :
.....
.....
.....

Payable at :

Payee's Name :

Amount : Rs.....

Remarks :
.....

**SIGNATURE OF THE
TENDERER WITH
COMPANY SEAL**

**(UNCONDITIONAL ACCEPTANCE LETTER)
ENVELOPE- 'I'**

To
The CNS Incharge,
Airports Authority of India,
S.V. Airport, Raipur.

Date:

Name of Works: "Job Services contract for conservancy workers for CNS Department at S.V. Airport, Raipur"

ACCEPTANCE OF AAI TENDER CONDITIONS.

Sir,

1. The tender document for the above work has been sold to me/us by Airports Authority of India and I/ We hereby certify that I/ We have inspected the site and read the entire terms and conditions of the tender documents made available to me/ us in the office of CNS Incharge, AAI, S.V. Airport, Raipur, 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 condition of AAI's tender documents in its entirety for the above work.
3. The Contents of Clause No.24.4 of Guidelines to tenderer of the tender documents has been noted where it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/condition(s) (except unconditional rebate on quoted if any) in/along with the tender document and same has been followed in the present case. In case, these provisions of the tender if found violated after opening of tender, I/ We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the 100% of earnest money.
4. That, I/ We declare that I/ We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the appropriate Authority in AAI.
5. The required earnest moneys specified in Clause No.11 of Guideline to the Tenderers of Tender Documents for this work has already been submitted and the scanned copy of EMD is attached herewith.

Yours Faithfully,

(Signature of the Contractor/firm) With Rubber Stamp.

*To be submitted on the letter head of the Firm by the Tenderers.

**UNDERTAKING
(TO BE SUBMITTED IN ENVELOP-I)**

**To,
The CNS Incharge,
S.V. Airport, Airport, Raipur**

Sub: Undertaking regarding GST Compliance

Refer Tender ID:_____.

Sir,

1. Tender documents for the works, “**Job Services contract for conservancy workers for CNS Department at S.V. Airport, Raipur**” have been issued to me / us by Airports Authority of India.

2. I / we hereby certify that I / we have registered under GST and the GSTIN is _____ (to be filled in by the agency).

3. I/ we hereby undertakes that I/we will comply all GST provisions and all input credit related to this work will be passed on to the Airports Authority of India.

Yours Faithfully
On behalf of (Firm’s Name)

Signature of the Tenderer
Date (Stamp of Firm)

*To be submitted on the letter head of the Firm by the Tenderer.

**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT &
AMOUNT WITHHELD AGAINST COMPENSATION FOR DELAY IN
INDIVIDUAL CONTRACT**

(On Non-Judicial Stamp Paper of Rs.100/-)

To,

The Airports Authority of India,

Swami Vivekananda Airport, Raipur – 492015

1. In consideration of the Airport Authority of India having its head office at New Delhi [hereinafter called the “AAI” which expression shall unless repugnant to the subject or context include its administrator, successors and assigns) having agreed under the terms and condition of Contract Agreement No.dated.....made between.....and AAI in connection with the work of(hereinafter called the said contract) to accept Deed of Guarantee as herein provided for Rs.....(Rupees.....only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or lieu of the amount withheld towards compensation for delay pending final extension of time to be made from the contractors contained in the said Contractor. We, the.....bank (hereinafter referred to as “the said Bank” and having our registered office atdo hereby undertake and agree to identify and keep indemnified AAI from time to time to the extent of Rs.....(Rupees.....only) against any loss or damage, cost,, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of nay breach or breaches by the said Contractor of any of the terms and condition contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent foresaid.

2. We Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach and breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered of that may be caused to or suffered by AAI from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contracts and till all the dues of AAI under the said contract or by virtue of any of the terms and conditions governing the said contract including compensation for delay if any as decided by AAI, have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and condition and accordingly Contract have been fully and

properly carried out by the said contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after Six(06) months from the date of expiry of the defects Liabilities periods or Final /Extension of Time granted by AAI as provided available in agreements clause no.....as provided in the said Contract, i.e.....(date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

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

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

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any charge in the Constitution of the said Contract or the said Bank shall not discharge our liability hereunder.

In presence of

Dated this _____ Day of _____

WITNESS 1.

2.

For and on behalf of (The Bank) Signature _____
Name & Designation _____
Authorization No. _____
Name & Place _____
Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India
Signature _____ Name _____ Designation__ Dated _____

UNDERTAKING

(On Non-Judicial Stamp Paper of value not less than Rs. 100/-)

I/We..... here by undertake that in case any document submitted by me/us including the registration Certificate no.....
..... Dated..... issued by
..... submitted by me/us, is found to be forged / false at any stage, I/we may be debarred from AAI for taking participation in all future AAI works & any other suitable action may be taken against our company/ firm as deemed fit by AAI.

Further, I/We here by undertake

1. That none of our Director / Partner / Proprietor is Director / Partner /Proprietor of any other such firm /entity, which is having an established business with AAI & is also having any outstanding dues payable to AAI.
2. That I/ we are not debarred / blacklisted by any other agencies including AAI.
3. That I/ we are not facing any action under PPE act with AAI.

Signature of Director /
Proprietor of the company/firm with stamp

AFFIDAVIT

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

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

Dated this, the _____ day of _____ Month _____ Year

Place:

Date:

Note: -

- 1- This affidavit is to be attested by a first Class Magistrate/ Notary Public on non-judicial stamp paper of Rs.50/-.
- 2- The original affidavit should be submitted in the O/o CNS Incharge, AAI, Swami Vivekananda Airport, Raipur by L1 bidder.

GENERAL CONDITIONS OF CONTRACT

1. The work in general shall be carried out to the satisfaction of Airports Authority of India (AAI).
2. As the 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.

And to obtain the PIC to work in the restricted area of the Airport, the successful bidder has to take security clearance from BCAS. It may be noted that the licensee shall be allowed to operate the facility or to work in restricted area of the Airport after BCAS clearance /approval from other regulatory agencies is obtained. The successful tenderer shall be required to apply and take Security Clearance from BCAS website <https://esahaj.gov.in> for issuance of Security Clearance from BCAS office.
3. The work shall be carried out in the manner complying in all respects with the requirements of relevant by laws 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. No assistance of any kind shall be made available by the department for the purchase of equipments, spare parts or materials of any kind or any other items required to be carried out in execution of work.
6. **Payment** will be made in Indian currency only for the executed work.
7. The Contractor shall execute his work in such a manner that no damage is made to the existing structure.
8. The work is required to be executed in the Operational area of Airport, which is very important area where both speed and quality of execution are to be maintained by the Contractor.
9. 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 including Saturday, Sundays and Holidays.
10. 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.
11. The Contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty.

12. **UNIFORMS:** The Contractor shall provide uniform with company name and logo (if any) to the conservancy staff to be employed by him, as per the pattern and design approved by Airports Authority of India for easy identification in operational area. High visibility colored Jacket, Shoes, Raincoat and Gum Boot (during monsoon) has been made mandatory for the period of proposed contract failing of which, on daily basis a recovery of Rs. 50/--per day per person shall be made from the running/final bill. AAI will recover an amount of Rs. 200/- per person per week till the compliance of the same from the contractor running/final bill, in the event of noncompliance of wearing uniform & shoes by workers bills. *In case of any emergency/pandemic or other natural or manmade disaster, contractor has to provide suitable type of masks, gloves, soap and sanitizer for hand wash on mandatory basis.*

13. The In-Charge or an officer nominated by Airports Authority of India shall be authorized to discuss with the Supervisor of the Contractor/Contractor at the premises of Airports Authority of India for any failure of service or any ancillary issue relating to this work. Similarly, the authorized supervisor of the Contractor when required shall submit details of the work executed and other matters concerning the above work to the In Charge or to the officer nominated by Airports Authority of India.

14. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to wilful 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.

15. That for carrying out the said activity the contractor shall be paid per month. 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.

16. That except the amount of contract mentioned, the Contractor shall not be entitled to any other consideration or remuneration or allowances or benefits in cash or in kind for the services provided by the Contractor.

17. If any portion of the works has been given on a piece-work basis and the cost of such work has increased because of the increase the same, AAI shall discuss the same with the contractor and re-fix service charges for the same. The decision of AAI in this regard shall be final and binding to the parties hereto.

18. AAI will have the right to recover the damages/losses at its discretion, terminate the contract in part or full and get it executed through some other agency, at contractor's risks and costs, in the event of non-performance, non-fulfilment of contractual terms or breach of contract, namely but not limited to :

- 1 If the contractor fails or neglects to execute the work and/or,
- 2 If the progress of the work is not satisfactory and/or,
- 3 Non-fulfilment of any of the terms and conditions of the contract.

19. If the contractor does not deploy adequate Job Contract Service 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 by issuing a written notice period of 30 days without assigning any reasons and without payment of compensation. The decision of AAI in this regard, shall be final and binding to the contractor.

20. The contractor is not appointed as an exclusive party for this job and AAI reserves the right to appoint one or more agencies.

21. The Contractor, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport / aerodrome / landing ground subject to such rules and regulations as may be imposed by the Authorities of the airport / aerodrome / landing grounds.

22. The Contractor performing the covenants herein contained and, on his part, to be performed, shall and may peaceably possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said terms, without any lawful interruption from or by the Authority or any person claiming under the Authority.

23. The AAI and contractor shall have the right to terminate the contract with a written notice of thirty days. Such notices shall be served by registered post or by hand, at the respective address. Notwithstanding the above, the contractor shall continue to provide the services required in the contract for further 90 days or till new tender is awarded, whichever is earlier.

24 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 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.

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

26 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.

27. The Contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall he, witness such written consent as aforesaid or transfer this contract or any part thereof.

28. 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.

i) The Contractor, his agents and worker 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.

ii) The Contractor, his agents and worker shall not throw any waste like plastic bottles, gutka covers or any other eatables in the airport premises.

29. The Contractor shall employ only such worker as shall have good character and be well behaved and skillful in their business. He shall furnish the Authority in writing with the names, photographs (3 copies), parent age, age, residence and specimen signature or thumb impression of all servants, who he proposes to employ. The workers employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry and exit from the premises. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.

30. 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.

31. 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.

32. 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 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of AAI, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum and sums which man with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the

Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

33. 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.

34. 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.

35. 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.

36. **TERMINATION:** 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, equipments 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.

37. 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.

38. 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 favor of the contractor but shall be construed to be only as a contract on terms and conditions herein contained.

39. The tenderer shall acquaint himself with the proposed site of work, its approach roads, working space available before quoting his rates.

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

41. 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.

42. No inflammable materials shall generally be allowed to be stored at site. However reasonable quantity may be permitted for storage subject to the compliance of all rules & instructions issued by the competent authorities and as per the direction of Officer-in-Charge.

43. 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.

44. No payment shall be made for any damage caused by rain, 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.

45. **PAYMENTS:** Monthly running payments will be made in the following month after deducting applicable taxes, recoveries, penalties, etc which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required. The payment will be made for Job Contract Service and services on proportionate basis as per the work carried by the contractor as per management requirement.

46. GST at applicable rates, presently 18% (or as applicable during currency of the contract as notified by the Govt.) of work done value is applicable to this contract. The rates quoted are deemed to be exclusive of GST payable and GST deposited by the contractor shall be reimbursed on submission/production of documentary evidence to the officer-in-charge. The Contractor need to submit documentary evidence in respect of deposit of GST with the concerned department for service tax reimbursement.

47. All the payments to the labours by contractor have to be made online by crediting the wages in their account through ECS after obtaining authorization from the contract workers.

48. In case of nonpayment of wages or any other dues to employees engaged by the contractor, AAI reserved the right to make the payment and to recover the amount of such payment from the bill of the agency. From the second month's bill onwards, documentary evidence/receipt to the effect that EPF & ESI has been remitted to the concerned office shall submit along with the bill. Also, the contractor has to submit the online screen shot showing the PF amount deposited i.r.o. employee in their respective PF A/C.

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

a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner after award of work and shall continue to have valid PF Account Code No. till actual completion of the contract.

b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No.

c) The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC in respect of Workers engaged in contract work for the previous month.

d) The contractor shall provide copies of PF challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.

AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates. To withhold 3% of the total amount of work done during the period considered.

(e) EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

(f) ESI amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

50. If after submission of the tender, the minimum wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in Tax) beyond the wages prevailing at the time of last stipulated date for receipt of the tenders including extensions, if any, for the work, during contract period including the justified period extended, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, whichever is less. If after submission of the tender, the minimum wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming

into force of any fresh law or statutory rule or order (but not due to any changes in Tax). Authority shall in respect of labour engaged for the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified extended period. **Reimbursement or recovery of difference of wages amount, due to revision of labour rates, shall be made without any overhead and profit thereof.** Officer-in-charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices minimum wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such minimum wages of labour, give notice thereof to the Officer-in charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply. For this purpose, only labour component engaged for the work executed during period under consideration shall; be considered. The component of labour engaged against the work done during that period and the increase / decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled/Semiskilled/Skilled worker, fixed under any law, statutory rule or order.

51. The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The monthly wages payment due to the worker should be remitted directly in the workers bank account and not to be paid in any other mode. 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.

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

53. AAI will not be responsible for any injury sustained by contractor's workers during the performance of their duties and also any damages or compensation due to any dispute between him/her and his/her workers. All the persons employed shall be insured. The contractor shall comply with all provisions of Labour Acts/Enactments hitherto in force or enacted from time to time during execution of this contract and contractor shall be responsible for all liabilities arising out of these provisions. Furthermore, the contractor shall be responsible for payment of compensation, insurance etc if any, in respect of his/her employees.

54. In addition to the minimum wages contractor is also liable to pay bonus @ 8.33% per year to the workers' wages.

55. On commencement of the contract, the contractor shall continue to have valid ESI, PF code number till conclusion of the contract. AAI reserves the right to withhold any payment, if ESI and PF contribution are not paid by the contractor and proof to that effect have not been produced regularly by the contractor. Non-production of PF and ESI challans of monthly subscription before its due date but not later than 20th of every month by the contractor, shall be liable for action against the contractor and also suitable penalty shall be levied by the Execution Department as deemed fit.

SPECIAL CONDITIONS OF THE CONTRACT & WORK SCHEDULE

1. SCOPE OF WORK:

The brief scope of work included in this contract covers as follows. “**Job Services contract for conservancy workers for CNS Department at S.V. Airport, Raipur**”

2. JOB CONTRACT SERVICE WITH QUALIFICATION:

(1) The Staff engaged by the contractor shall be the employees of the agency. 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 personal.

(2) The contractor shall arrange to position minimum Job Contract Service as detailed below:

SCHEDULE OF JOB CONTRACT SERVICE

SL.N O.	DESCRIPTION	G/S	TOTAL
1	Conservancy workers (Un-skilled)	5	5

Legend:

G: GENERAL SHIFT: 0930 HRS – 1730HRS (To be engaged for 6 days a week 8hrs. per day)

S: SHIFT: 0600 HRS – 1400HRS & 1400HRS to 2200 HRS (To be engaged for 6 days a week 8hrs. per day)

EDUCATIONAL QUALIFICATION

SI. NO.	DESCRIPTION	MINIMUM QUALIFICATION
1	Conservancy Worker (Un-skilled)	• 8 th pass

3. COMPENSATION / RECOVERY / PENALTY :

a. The contractor shall ensure availability of required Job Contract Service worker on all days as per the conditions of contract. Following compensation / recovery shall be made in case of absence or non-deployment of staff:

- i. For absence or non-deployment: any absence without prior intimation or non-deployment of Job Contract Service and if no alternate Job Contract Service is arranged, then apart from daily wages, penalty shall be imposed @ Rs. 100/- per person per day.
- ii. But in the event if the shortage in Job Contract Service is due to the sudden resignation/ delay in recruitment of Job Contract Service penalty shall be imposed at prorated basis, as per the applicable minimum wages for a maximum period of two weeks.
- iii. The contractor should make the Payments to his employees engaged to AAI within 07th of every month, failure of which shall attract a penalty @ 1% of total of the bill amount of that particular month.

Notwithstanding the above, decision of officer In charge shall be final and binding in this regard.

b. Apart from above clause, in case it is observed by the authority that the work performed by the contractor is not as per the required/ specified standards as contained in the contract terms and conditions, the contractor will be served with the Written notice to that effect, calling upon him to improve his performance within a stipulated time. The contractor shall also be given an opportunity to present this view point about the bad performance pointed out by AAI and thereafter, if the authority is not satisfied, the authority shall levy a maximum penalty of 10% of the monthly bill amount/ incident. The decision of CNS In charge in this regard will be final and binding.

c. An amount equal to double the Market Rate/ Quoted rate whichever is higher shall be recovered from the contractor's bill for not carrying out the works detailed in the Schedule of Works whenever required by AAI. The decision by the CNS In-Charge in this regard will be final and binding

4. PRICES

The bidders/service providers shall quote the rate exclusive of all taxes & duties. The rates quoted shall also be inclusive of prevailing minimum wages for staff, and any other expense as per the conditions of contract.

The rates quoted shall be fixed for the entire contract period. However, the difference in minimum wages paid to the staff deployed as per the SCHEDULE OF JOB CONTRACT SERVICE, will be reimbursed to the contractor by AAI, on revision of minimum wages by the Ministry of Labour and Employment, Govt. of India during the contract period and on submission of proof of payments made

Wages to be paid

1. The staff shall be paid a wage not less than the minimum wages as notified by the Government of India, in their respective category.
2. Also, all payments made to the personnel should be mandatorily through banking channels only. No cash payment to the personnel should be made under any circumstances.
3. The payment to the workmen engaged by the contractor has to be made on or before 7th of every month.
4. The contractor has to maintain the wage & Attendance register for his employees. The same has to be produced for verification of the principal employer (AAI) as and when required.

5. The contractor has to pay the ESIC and EPF with respect to the wages of the engaged employees.
6. The Contractor has to provide uniform with company name and logo (if any) to the conservancy staff to be employed by him for easy identification in operational area. High visibility coloured Jacket, Shoes, Raincoat and Gum Boot (during monsoon) has been made mandatory for the period of proposed contract.

The minimum wages applicable at the time of NIT is as detailed below (Minimum wages w.e.f 01.04.2020, Notification by Chief Labour Commissioner(C) Ministry of Labour and Employment dated 08.05.2020)

Unskilled (Conservancy works) : Rs 525.00 per day

The contractor is required to pay bonus @ 8.33% of wage payment to their workman employed during the period of contract as per the Payment of Bonus (amendment) Act, 2015 which will be reimbursed upon submission of document towards the said payment. Final bill will be released only after confirmation of payment of bonus to the workmen deployed for the work.

If the contractor is quoting less than the prevailing minimum wages as applicable for Item no.1 (including bonus), his tender shall not be considered and shall be liable to be rejected and his EMD amount shall be forfeited.

The Minimum Total Wages per Month (26 days) as per the prevailing Minimum Wages at the time of tender is

Item-1

SL. NO.	DESCRIPTION	Wages/Month
1	Conservancy works (Unskilled)	Rs. 525.00 x 26days x 05 Nos.= Rs.68250/-

Add Bonus component @ 8.33% = Rs. 68,250.00/-per annum.

7. **PAYMENTS** : - Running payments will be made once in TWO MONTHS in the following month after deducting necessary Security Deposit , IT and any other statutory taxes, duties , levies and any or all recoveries, penalties, etc., which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of month with all supporting documents like log books/registers listed under para-4, receipts of payments made towards ESI, PF including statement showing contribution made towards individual employee engaged by the contractor along with ECR copies etc.

8. **VALIDITY PERIOD**: -The tender shall be valid for acceptance for a period of 7 days from the date of opening of tender.

9. **MINIMUM WAGES**: - The successful contractor shall comply the provision of contract labour in respect of wages and record maintenance (Regulation and Abolition) Act of 1970 and contract labour (Regulation and Abolition) Central Rules 1971 and other legislations such as EPF * MP Act –1952, Employees state Insurance (ESI) Act- 1948 and Minimum Wages Act- 1948, The payment of wages Act-1936, the workmen’s compensation act-1923 & Rules / Acts / instructions enforced from time to time by the Central and State Governments. The contractor has to pay the staff engaged by him minimum wage of central or state Govt. or as decided by the Deptt. Whichever is higher.

The difference in minimum wages paid to the staff deployed as per the SCHEDULE OF JOB CONTRACT SERVICE, will be reimbursed to the contractor by AAI, on revision of minimum wages by the Office of Regional Labour Commissioner (Central) during the contract period and on submission of proof of payments made.

10. **EPF, ESI & GST:** Successful tenderer shall comply with EPF registration, ESI & GST registration norms as applicable with upto date amendment. And shall get registered to local Labour Authority of The Govt. The successful tenderer shall submit proof of payment of EPF, ESI paid, to the relevant authority before preparing of next payment.

Employer's share of ESI & PF contribution amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

11. The successful bidder also has to take security clearance from BCAS.

Note: It may be noted that the licensee shall be allowed to operate the facility or to work in Security Hold Area of the Airport after BCAS clearance /approval from other regulatory agencies is obtained. The successful tenderer shall be required to apply and take Security Clearance from BCAS website <https://esahaj.gov.in> for issuance of Security Clearance from BCAS office.

12. The successful tenderer has to enter into an agreement as per AAI format. The other terms and conditions shall be as per NIT.

13. Requirements of Employees:

a. Age: The employee shall not be aged lesser than 18 years and not more than 30 years. He/ She shall have good health.

b. Proficiency: The proficiency in the work will be scrutinized by AAI officers. Only those possess sufficient proficiency in the work to the opinion of AAI shall be deputed for the work.

c. Integrity: The employee shall possess high profile of integrity so that he is eligible for obtaining Airport Entry Pass.

d. Replacing the workman: The contractor is liable to replace the workman on the directives of AAI in the following conditions:

- If the work man is not proficient enough to the requirement of the work.
- If the workman is misbehaving
- If the workman is acting against the interest of AAI
- If the workman is non-punctual or irregular
- If the output of the workman is not to the expectation of AAI.

The decision/assessment of Security In-charge on this matter will be final and binding.

14. **Over Time/Additional Job Contract Service:** In case of requirement of additional Job Contract Service pro-rata payment will be made as per the minimum wages prevailing at that time will be made.

Further any member of the personnel, whose work or conduct is found unsatisfactory by AAI, shall be replaced at no additional cost to AAI.

15. SPECIAL INSTRUCTIONS:

- Contractor shall in his own interest cover all the workmen employed for this work under group insurance for unlimited incidents/events. The contractor shall be sole responsible for settlement of any compensation arising out of workmen compensation act and AAI will not be responsible.
- The Contractor shall remove from the premises their employees, who are found to be failing in his/their duties or whose presence in the premises is otherwise objectionable in the opinion of the Airports Authority of India's representative/Security Staff.
- The contractor shall comply with all applicable laws, Ordinance, rules & Regulations in respect of this contract and shall pay at his own cost all charges in connection there with.
- The Job Contract Service agency / service agency shall provide Identity cards and Appointment letter to the person employed him/her for carrying out the work. The ID cards are to be constantly displayed and their loss reported immediately. A copy of the Appointment letter shall be provided to AAI.
- The contractor has to submit the details of staff, skill and experience certificate, Police verification certificate from the appropriate administrative body, before engaging them on work.
The Contractor shall be responsible for the recruitment, retainment and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel
- The staff engaged by the contractor shall have no claim for any temporary or permanent employment in AAI.
- The CNS in charge or his authorized representatives shall be authorized to give instructions to the contractor or his authorized representative at the premises of AIRPORTS AUTHORITY OF INDIA on all matters relating to this work. Similarly, the authorized representative of the contractor shall report on all matters concerning the above to the CNS in charge or his authorized representatives.
- If the services rendered by the contractor are not up to the standard as detailed under scope of work, the same shall be brought to the notice of the firm with a view to improve the same in a stipulated period else shall take necessary action as per the provisions of contract. AAI may even terminate the contract without any intimation at any time if the performance found un-satisfactory.
- The authority shall reserve the right to terminate the contract after following the conditions specified in the tender document. Even then the contractor shall continue to provide the services as per the contract till alternative arrangements are made by AAI.
- Any condition(s) not included in the contract will be discussed mutually and settled.

16. CONTRACT PERIOD

Period of contract shall be for ONE YEAR. The contract period can be further extended for a period of 12 (Twelve) months by AAI with same rate, terms and conditions of the agreement.

17. Defect liability period shall be for a period of 03 (Three) months from the certified date of completion of the work. Security deposit shall be released after successful completion of defect liability period.

18. SECURITY DEPOSIT

The Contractor whose tender is accepted, Security deposit will be collected as under: -

- i. The contractor shall submit Bank guarantee in lieu of security deposit i.e. 10% of contract amount in favour of AAI valid upto 06(six) months after the satisfactory completion of the contract period or expiry of defect liability period.*

or

- ii. The security deposit shall be recovered @10% of gross amount of each running bill, till the total security deposit 10% of the contract amount. In other words, the total amount of security deposit shall be 10% of contract value. The Security Deposit will be refunded 6 months after the satisfactory completion of the contract period. No interest shall be payable by the Authority on the amount of Security Deposit so held.*

16 Benefits to Micro and Small Enterprises

a. Exemption from paying tender fees & Earnest Money Deposit: Micro and Small Enterprises (MSEs) – registered with District Industries centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National small Industries Corporater or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, small and Medium Enterprises as MSMED Act, 2006, for goods produced and services rendered – shall be issued Tender Documents free of cost and shall be exempted from paying Earnest Money Deposit(EMD).

17. The Contractor shall arrange Character & Antecedent Verifications & pay the fees required for Airport Entry Pass issued by BCAS and payment made towards making ADP for driving of Vehicle inside Operational areas of the airport, as applicable.

18. Contractor shall be responsible for compliance with all obligations and restrictions imposed under the labour law/AAI safety and security rules Act and rules made there under as applicable on date.

19. None of the contractor's employee has any right or claim for employment in AAI.

20. Any contractor who does not accept the contract after its award in their favour would result into forfeiture of their EMD and action will be taken to debar from future participation in tender bid for a period of three (03) years.

ARBITRATION AND LAWS

Arbitration:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, 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:

Through Dispute Resolution Committee: Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Executive Director, ER, Airports Authority of India.

(i) 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 work, whether during the execution of the work 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 engineer; the matter in dispute shall be in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the RED-ER, AAI.

(ii) DRC thus, constituted may act as “conciliator” and will be guided by principle of conciliation” as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligation of parties, usage to trade concern 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 out 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.

(iv) 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.

(v) **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 RED-ER, 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 waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such 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 there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also 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.

Laws governing the Contract:

This contract shall be governed by the Indian Laws for the time being in force.

In case of any dispute, Raipur would be the legal jurisdiction and will be considered as the place, where the cause of action shall be deemed to have arisen.

AGREEMENT FORM

“Job Services contract for conservancy workers for CNS Department at S.V. Airport, Raipur”

ARTICLES of agreement made at Raipur Airport this _____ day of XX.XX.2020 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 Aerodrome, Raipur 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 contract for **Job Services contract for conservancy workers for CNS Department at S.V. Airport, Raipur** in the vicinity and side strips of runway of Raipur Airport. 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 Annexure 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 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 expect 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 submit Bank guarantee in lieu of security deposit i.e. 10% of contract amount in favour of AAI valid upto 06(six) months after the satisfactory completion of the contract period or expiry of defect liability period. Otherwise the security deposit shall be recovered @10% of gross amount of each running bill, till the total security deposit 10% of the contract amount. In other words, the total amount of security deposit shall be 10% of contract value. The Security Deposit will be refunded 6 months after the satisfactory completion of the contract period. 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 firm should supply sufficient nos. of job contract service for smooth operation of the Airport services.

13. 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.

14. 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, Aadhaar card 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.

15. The contractor agrees to obtain at his own cost necessary license etc. from the O/o. the Regional Labour Commissioner (C) Raipur 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.

16. The contractor shall pay no less than minimum wages to its employees as increased by the state / central govt. from time to time for **Un-skilled job service contract as the case may be**. Payment of wages to the contractor's employees shall be made online to their Bank Accounts before 7th of every month.

17. The contractor's employee shall have no right whatsoever to claim any employment in Airports Authority of India (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 Airports Authority of India (AAI)**. 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.

18. The contractor has to produce PF certificate every month along with bill to the effect that PF has been deposited with appropriate authority in respect of personnel engaged by him.

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

20. The bill produce by the contractor shall clearly indicate GST component separately with GST registration number.

21. 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.

22. The Contractor agrees to provide uniform & shoe to the conservancy staff to be employed by the contractor as per the pattern and design approved by the Airports Authority of India.

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

24. 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.

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

26. This contract is applicable for a period of **Twelve months** with a provision to extend for another period of **Twelve months at same rate, terms & conditions, if mutually agreed by both the parties**.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HAND.

THIS THE _____ DATE _____

SIGNED AND
DELIVERED BY THE _____
(Contractor) _____

IN THE PRESENCE OF 1. _____
(Witness of contractor)
2. _____

SIGNED AND DELIVERED BY _____
(AAI representative) _____

IN THE PRESENCE OF 1. _____
(Witness of AAI)
2. _____

COMPENSATION / RECOVERY / PENALTY :

a. The contractor shall ensure availability of required Job Contract Service on all days as per the conditions of contract. Following compensation / recovery shall be made in case of absence or non-deployment of staff:

i. For absence or non-deployment: Any absence without prior intimation or non-deployment of Job Contract Service and if no alternate Job Contract Service is arranged, penalty shall be imposed @ Rs.100/-day/person in addition to deduction of wages.

ii. But in the event if the shortage in Job Contract Service is due to the sudden resignation/ delay in recruitment of Job Contract Service penalty shall be imposed at prorate basis, as per the applicable minimum wages for a maximum period of two weeks.

iii. The contractor should make the Payments to his employees engaged to AAI within 07th of every month, failure of which shall attract a penalty @ 1% of total of the bill amount of that particular month.

Notwithstanding the above, decision of Officer Incharge shall be final and binding in this regard.

b. Apart from above clause, in case it is observed by the authority that the work performed by the contractor is not as per the required/ specified standards as contained in the contract terms and conditions, the contractor will be served with the Written notice to that effect, calling upon him to improve his performance with in a stipulated time. The contractor shall also be given an opportunity to present his view point about the bad performance pointed out by AAI and thereafter, if the authority is not satisfied, the authority shall levy a maximum penalty of 10% of the monthly bill amount/ incident. The decision of Officer Incharge in this regard will be final and binding.

c. An amount equal to double the Market Rate/ Quoted rate whichever is higher shall be recovered from the contractor's bill for not carrying out the works detailed in the Schedule of Works whenever required by AAI. The decision by the Officer Incharge in this regard will be final and binding.

Item Rate B OQ

Tender Inviting Authority: CNS Incharge , AAI, Swami Vivekananda Airport, Raipur
- 492015.

Name of work: "Job Services contract for conservancy workers for CNS
 Department at S.V. Airport, Raipur"

NUMBER #		TEXT #		ESTIMATED PRICE		NUMBER #		TEXT #	
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Minimum wage Rate for 5 persons per month as per labour law without GST in Rs.	BASIC RATE for 5 persons per month in Figures To be entered by the Bidder without GST in Rs.	TOTAL AMOUNT without GST in Rs.	TOTAL AMOUNT without GST in Words	
1	Job Service contract for 05 nos. Of Conservancy workers for CNS Department at S.V. Airport, Raipur. (Note: If the quoted rate is less than the minimum rate prescribed by the Labour Commissioner, Ministry of Labour and Employment, then the BID will be summarily be rejected.)	rem7	12,000	Month	68260.00		0.00	INR Zero Only	
Total in Figures							0.00	INR Zero Only	
Quoted Rate in Words							INR Zero Only		

GENERAL E-TENDERING GUIDELINES

E- Tendering Procedure:

E-Tendering Participation Requirements: Vendors are required to carry out the following activities:

1. **Registration:** Registration shall be on CPPP's e-Procurement Portal, at <http://etenders.gov.in/eprocure/app>
2. **General guidelines for bidders:** General guidelines for bidders to proceed further in the tender process are available in the CPPP's e-procurement portal. Bidders shall go through the guidelines before submitting their bids on-line.
3. **On-line E-Tendering:** For all AAI tenders hosted on CPPP's e-procurement site, the Financial Bid and Technical Bids shall be submitted on-line only.

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4200462, 0120-4001002.

Mobile: 91 8826246593

E-Mail: support-eproc@nic.in

2. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cphp-doe@nic.in

3. For any Issues / Clarifications relating to the publishing and submission of AAI tender(s).

(a) In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 08:00-20:00 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 08:00-20:00 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP)

(b) Before submitting queries, bidders are requested to follow the instructions given in "Guidelines to Bidders" and get their computer system configured according to the recommended settings as specified in the portal at "System Settings for CPPP"

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

Help Desk Services:

For any technical assistance with regard to the functioning of the portal the bidders as well as AAI users may contact according to the escalation matrix as mentioned below:

Sl. No	Contact Person	Telephone Numbers	Escalation Matrix	E-mail address
1	Help Desk Timings Between (08:00 to 20:00 Hrs)	011-24632950 Ext-3512,	Instant Support	e-sap1@aai.aero
2	Sanjeev Kumar Manager (IT), (09.30 to 18.00Hrs)	011-24632950, Extn-3523	After 4 hours of issue	etendersupport@aai.aero or sanjeevkumar@aai.aero
3	Sh. Prabhakar Bajpai, Jt.GM (IT), (09.30 to 18.00Hrs)	011-24629344	After 12 hours of Issue	prabhakar@aai.aero
4	General Manager (IT) (09.30 to 18.00 Hrs)	011-24657900	After 03 days	gmitcq@aai.aero

2. The above mentioned help desk numbers are intended only for queries related to the issues on e-tendering portal and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact O/o Airport Director, Swami Vivekananda Airport, Raipur. Telephone: +917712418110/ Mob:8461954657.

Sd/-

CNS Incharge
AAI, S.V. Airport, Raipur
For and on behalf of Chairman, AAI