

**Job contract for Provision of Manpower for  
Operation of Rest Room, Terminal Manager and  
APD office at LGBI Airport, Guwahati, Assam**

**TENDER ID- 2020\_AAI\_42458\_1**



## **TENDER DOCUMENT**

**Estimated cost: - Rs.30,90,283/-**

**EMD amount: - Rs. 61,806/-**

**Tender cost: - Rs.1120/-**

**AIRPORTS AUTHORITY OF INDIA DEPTT OF  
OPERATION L.G.B.I AIRPORT, GUWAHATI,  
ASSAM – 781015**

## AIRPORTS AUTHORITY OF INDIA

**Name of work: Job contract for Provision of Manpower for Operation of Rest**

**Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam**

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**This is to certify that this NIT contains 51 pages only.**

**Airport Director  
LGBI Airport, Guwahati**

AAI/GHT/OPS/2020/2

Date: 24.02.2020

**NOTICE INVITING E-Tender (e-NIT)**

Digitally signed and sealed (encrypted) item rate tenders are invited through the e-tendering portal by Airport Director, Airports Authority of India, LGBI Airport, Guwahati -781015 on behalf of Chairman, AAI from the eligible Agency/contractors for the work of Job contract for Provision of Manpower for Operation of Rest Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam at an estimated costs of Rs. 3090283/- (Thirty Lac Ninety Thousand Two Hundred and Eighty Three Rupees)/- (excluding GST). The contract period shall be for one year with the provision of further extension of another one year on same terms & Condition subject to satisfactory completion of work.

1. The tendering process is online at e-portal URL address <http://etenders.gov.in/eprocure/app> Aspiring bidders may go through the tender

document by login the CPP Portal.

Prospective tenderers are advised to get themselves registered at CPP portal,

obtain „Login ID“ & „Password“ and go through the instructions available in

the home page after login to the CPP portal <https://etenders.gov.in>

/eprocure/app or [www.aai.aero](http://www.aai.aero). They should also obtain Digital Signature

Certificate (DSC) in parallel which is essentially required for submission of

their application. The process normally takes 03 days“ time. The tenderer may

also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-](http://aai.aero/tender/e-tender/help%20desk%20support)

tender/help desk support ) For any technical related queries please call the

Helpdesk. The 24 x 7 Help Desk details are as Follows:- Tel: 0120-4200462,

0120-4001002, Mobile: 91 8826246593. E-mail: [support-eproc@nic.in](mailto:support-eproc@nic.in)

Bidders are requested to kindly mention the URL of the Portal and Tender

ID in the subject while emailing any issue along with the contact details.

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

- a) 08.00 hrs to 20.00 hrs (Mon-Sat)- 011-24632950, Ext-3512, E-mail: eprochelp@aai.aero
- b) 09.30 hrs to 18.00 hrs (Mon –Fri)- 011-24632950, Ext-3523, E-mail:- etendersupport@aai.aero, sanjeevkumar@aai.aero and snita@aai.aero.
- c) 09.30 hrs to 18.00 hrs (Mon –Fri)- 011-24657900, E-mail:-gmitcq@aai.aero

2. **Tender fee (Non-Refundable)** of Rs. 1120/-(One Thousand One Hundred and Twenty rupees only) will required to be paid offline in form of Demand Draft drawn in favor of “Airports Authority of India” payable at Guwahati from Nationalized or any scheduled bank (but not from Co-operative/ Gramin bank). Scanned copy of Draft (Tender Fee) duly digitally signed to be uploaded in Cover No./Envelope – I by stipulated date and time (Bid Submission Date) mentioned in Critical Data Sheet. The Original hard copy of Demand Draft against Tender fee as required, in sealed Envelope should be submitted by the bidders in the office of Airport Director, LGBI Airport, Guwahati on or before the stipulated date and time mentioned in the critical data sheet for Tender. The details of Demand Draft/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.
3. **EMD of the value of Rs. 61,806/- (Rupees Sixty One Thousand Eight Hundred and six only)** shall be accepted offline only in term of Demand Draft Drawn in favour of Airports Authority of India payable at Guwahati from Nationalized or any scheduled bank (but not from Co-operative bank or Gramin Bank) Scanned copy of EMD duly digitally signed to be uploaded in Cover No./Envelope-I by stipulated date and time (Bid Submission Date) mentioned in Critical Dates Sheet. EMD amount in the form of cash/BG/FDR or any other form like online payment shall not be accepted.

**The original Demand draft against Tender fee, EMD & DULY STAMPED AND SIGNED**

**HARD COPY OF AAI's unconditional acceptance letter, other letter as asked for shall**

reach the office of the Airport Director AAI, LGBI Airport, Guwahati-781015) by stipulated date and time mentioned in the critical dates.

Tender of the tenderer whose EMD not received within the stipulated date and time as mentioned in Critical Data Sheet as above shall not be considered for further tendering process and their tenders will be summarily rejected. AAI will not be responsible for Postal delay, if any.

4. During bid evaluation, EMD exemption shall be granted to the NSIC/MSME registered firms. Firms seeking for exemption from EMD and tender fee have to submit the valid self attested NSIC/MSME registration certificate issued by the Competent Authority. Validity date of registration should be mentioned on it. In case of invalid/non receipt of registration certificate, the Tenders shall be summarily rejected.

Note: EMD amount in the form of cash or any other like online payment shall not be accepted.

#### Refund of EMD

EMD of unsuccessful bidders received shall be refunded after completion of all

formalities of bid.

#### 5. Preparation of Bid

Following 3 covers/envelops shall be submitted through online at CPP portal by the Bidder as per the following schedule

	Date	Time
Publication Date	24-02-2020	
Bid Document Download/Sale Start Date & Time	24-02-2020	1500 Hrs
Clarification Start Date & Time	24-02-2020	1500 Hrs
Clarification End Date & Time	27-02-2020	1500 Hrs
Bid submission Start Date & Time	24-02-2020	1500Hrs
Bid submission End Date & Time	04-03-2020	1500Hrs
Last date and time of Hard Copy submission	11-03-2020	1100 Hrs
Bid Opening Date & Time (COVER I)	11-03-2020	1500 Hrs
Bid Opening Date & Time (COVER/ENVELOP-II&III)	Shall be intimated later to the qualified bidders through CPP portal	
Tender processing Fee	Rs. 1120.00 (i/c GST) non refundable	
EMD	Rs. 61806/- in the form of Demand Draft	

Following three envelopes, tenders shall be submitted online through CPP portal <https://etenders.gov.in/eprocure/app>. by the bidder. Tenderer/Contractors are advised to follow the instruction provided in the tender document for online submission of bids. Tenders are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

**Envelop-I: - Containing scanned copy of DD against Tender fee, EMD and scanned copy of unconditional acceptance of AAI's tender conditions.**

Scanned copy of duly signed & stamped unconditional acceptance of AAI's tender conditions , the scanned copy of Attorney/Authorization (if applicable) letter for tender document/bidding on CPP portal, scanned copy of DD against tender fee& EMD shall be submitted in Envelop-I on CPP portal.

- a) **Cover/Envelope-I :-Containing Scanned Copy and duly digitally signed of the following documents:**
- i. **Scanned copy of DD of EMD of value Rs. 61,806/- (Rupees Sixty One Thousand Eight Hundred and Six only) in the form of DD.**
  - ii. **Scanned copy of DD of Tender processing Fee of value Rs. 1120/- (Rupees One Thousand One Hundred and Twenty only) in the form of DD.**
  - iii. **Power of Attorney or Authorization (If Applicable).**
  - iv. **Unconditional Acceptance of AAI's Tender Conditions. (Performa at Page A22-23 of Tender Document).**
  - v. **Affidavit regarding Minimum Wages(Performa given on pg A-24 of tender document)**
  - vi. **Valid NSIC/MSME registration certificate issued by the Competent Authority, In case of seeking for exemption from Tender Fee & EMD, by NSIC/MSME registered firms.**

- vii. Scanned copy of the affidavit declaring that agency has not been black listed by AAI/ Any Govt.(State and Central)/ PSU organisation. (Performa given on pg A-26 of tender document).

**Cover-II: - Containing qualifying requirements of Contractor / Firm**

**Qualifying requirements of contractors/firms:-**

- i. Agency should have Permanent Account Number (PAN).
- ii. Agency should have valid registration on the Date of issue of Tender in appropriate class of CPWD/MES/P&T/Railways/State PWD/PSU/ municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata. OR Agency specialized in the similar nature of work and registered with Registrar of companies / Firms / Central Govt. / State Govt. having similar nature work experience.
- iii. Should have satisfactorily completed (Phase/ Part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted) three works, each of minimum Rs. 12,36,113/-(Twelve Lac Thirty Six Thousand One hundred and Thirteen Only ) or two works, each of minimum Rs. 15,45,142/- (Fifteen Lac Forty Five Thousand one Hundred and Forty Two Rupees only) or one work of minimum Rs. 24,72,226/- ( Twenty Four Lac Seventy Two Thousand Two Hundred and twenty six rupees only) in single contract of similar nature of work i.e. Providing Manpower for Management/ operations of non-residential corporate office buildings / Govt. offices/ Govt. / institutional Guest houses, MNCs buildings, Shopping malls /Complex, Five/Three star hotels, Hospitals, / Front desk services either for govt. offices and private Software Companies/ Telecom Companies / Airlines, Airport lounges / information desk services, Hotels and computer data Entry Related work. During last seven years ending on the last date/extended date of submission of bid. Work experience will be evaluated on annual basis. "The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid".

Client certificate for experience should show the nature of work done, the value of work, date of start date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms showing work experience certificate from non-government/non-PSU organization should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work. In case, the agency is carrying out or has carried out any work at any of the AAI Airports in the last 3 years then the agency shall submit the performance certificate of the said ongoing or completed work (as applicable).

- iv. Should have annualized average financial turnover of Rs. 9,27,085/- (Nine Lac Twenty Seven Thousand and Eighty Five Rupees) against works executed during last three years ending 31st march of the previous financial year. As a proof, copy of abridged Balance sheet along with profit 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.
- v. Self attested copy of Abridged Balance sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- vi. Should have valid GST registration no. (15 digit GSTIN). In case, bidder is having multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to AAI. In case firm do not possess the same & becomes L1 the firm will be required to get it essentially before award of work.
- vii. Firm shall submit duly signed and stamped Undertaking on his letter head in the format as given at A-25 of tender document in support of GST compliance.

- viii. Firm shall submit EPF and ESI registration proof. In case, firm do not possess the same, firm is required to get themselves registered with EPF & ESI authorities, if becomes L-1 before commencement of work.
- ix. Digitally Signed Tender Document.

**Cover-III: - The financial e-bid through CPP Portal:-**

Bids are invited for the Job contract for Provision of Manpower for Airport Operation Control centre at LGBI, Guwahati of on the basis of monthly rate which will be paid by the Authority as per the terms and conditions set out in the tender Document. All rates shall be quoted in the format provided and no other format is acceptable.

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

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

The Bidders are barred from quoting monthly amount less than the minimum wages in the BOQ. In case, bidders quote their amount less than the minimum wages then their bid will be out rightly rejected and may not be allowed to participate in the future tenders.

#### **4. Bid Submission**

- a) Bids shall be submitted online only at CPP Portal website: [www.etenders.gov.in](http://www.etenders.gov.in)  
Tenderer/Contractor are advised to follow the instructions "Instructions to bidder for online Bid Submission" provided in the "C-PPP Portal" for the online submission of bids. Further it may be noted that tenders which are duly submitted on e-tender portal (CPPP) shall only be final and tenders just saved without submission will not be available to the evaluation purpose. Bidders are requested to go through FAQ and help files available in the portal (CPPP). In case of any difficulty, bidders may contact

the help desk numbers and emails ID provided in the CPP Portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- b) Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) 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 tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AAI.

#### **Hard Copy Submission**

Original EMD and Tender processing fee shall be accepted offline only in the form of Demand Draft Drawn in favour of “Airports Authority of India” payable at Guwahati from a nationalized or any scheduled bank (but not from co-operative or Gramin bank). Original DD against EMD, Tender processing fee and Hard copy of signed Unconditional acceptance of AAI’s Tender Conditions, to be send to the Airport Director, Airports Authority of India, LGBI Airport, Guwahati, Assam and should reach to Airport Director before the date and time mentioned in CRITICAL DATA SHEET. Tender of the tenderer, whose EMD, Tender fee and Unconditional acceptance of AAI’s Tender Conditions are not received, by time mentioned in CRITICAL DATA SHEET of Tender then their tender will be summarily rejected. Any postal delay will not be entertained.

#### **5. Bids opening Process is as below:-**

**Cover-I:** Containing documents for bids (uploaded by the contractor/firms) shall be opened as per “critical data sheet”. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/firms through CPP portal.

**Cover-II: Technical bid opening date shall be intimated through CPP portal. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover-I & Cover-II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/ documents within time specified by AAI, failing which tender will be liable for rejection.**

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

- 6. The tender shall be in prescribed form. Separate Performa shall not be accepted.**
- 7. The accepting authority will be Airport director, AAI, LGBI Airport, Guwahati.**
- 8. AAI reserves the right to accept or reject any or all applications without assigning any reasons.**
- 9. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of scope of work and specification of the supply items.**
- 10. Tenderer should quote rate in figures as well as in words in prescribed schedule of Quantities only. Separate rate Performa shall not be accepted.**
- 11. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:**
  - a) Forfeit the entire amount of EMD submitted the firm.**
  - b) Debar the firm for a period to be decided by the committee duly constituted by the competent authority for this purpose.**

12. The Bidder meeting the minimum eligibility criteria and with lowest bid Prices (L1) shall be deemed as the successful Bidder and shall be considered for further process. In the event that two or more Bidders meeting the minimum eligibility criteria and quoting the same lowest bid Prices (the "Tie Bidder"), the Authority shall identify the selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
13. In case , successful bidder fails to accept the work order and/ or refuse to start the work and/or fail to start the work in given stipulated time and/or convey unwillingness towards execution of work due any reason, then agency AAI shall take the following action:
- a) Forfeit the entire amount of EMD submitted the firm.
  - b) Debar the firm from participating in any Tender in AAI for a period of 3 Years.

#### 14. GST Compliance.

- i. The tender rates quoted by the contractor shall be exclusive of GST.
- ii. The tender rates quoted should be inclusive of any taxes, duties, cess, fee and charges levied under any statute except GST.
- iii. GST shall be paid to bidder for any taxable supply/services against a valid Tax invoice.
- iv. An undertaking as per the Performa given in Annexure A-25 shall be submitted by the bidder along with the bid in Envelope-II as they are registered under GST and complying the GST provision. In case of noncompliance of GST provisions and blockage of any input credit, the bidder shall be held responsible for indemnifying AAI.
- v. The Agency has to furnish GST Registration Number (15digit GSTIN). In case bidder is having multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to AAI.
- vi. If the Agency is providing supply/service from multiple states, then it is mandatory to mention state wise GST Registration Number for each state separately.
- vii. The successful bidder has to submit GST Registration Number for Assam State before award of work. However in case of pure supply of goods, GST no. of Assam state is not mandatory. A vendor can supply goods from another state in which he is having registration and can change IGST for supply of such goods.
- viii. Anti-Profiteering Clause :- During the currency of contract, any reduction in the rate of Tax on any supply of Goods or Services on any benefit of Input Tax Credit (ITC) shall be passed on to the AAI by the bidder in such a way to commensurate reduction in prices.

- ix. The contractor shall submit the proper Tax Invoice while raising the bill as per the terms of payment mentioned in the contract mentioning their GSTIN, for availing ITC (Input Tax credit) by AAI.
- x. The bidder is required to provide tax type and tax percentage. In case of non compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
- xi. If, as a result of any delay or default on his part, AAI is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.
- xii. In the event of default on his part in payment of tax and submission / uploading of monthly returns, AAI is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.

AAI, reserves the right to take appropriate action in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the above requirements as per GST.

- 15. Tenders shall be received by the Accepting Authority up to the date and time as mentioned in Critical Data sheet. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/ director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- 16. Consortium /Joint Ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 17. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance. If the entity participation in any of the tenders is a private or public limited company. Partnership firm or

proprietary firm and any of the Directors / Partners 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 Authority, then the said entity shall not be allowed to participate in AAI tenders.

18. AAI reserves the right to disallow issue of tender documents to working agencies whose performance at ongoing works / project(s) is below par or unusually poor. And has been issued letter to restart/ temporary /permanent debar by any department of AAI. AAI reserve the right to verify the credentials submitted by the applicant submitted by the agency at any stage (before or after the award of the work) If at any stage, any Information / documents submitted by the applicant is found to be false, or have some discrepancy which disqualifies the firm then AAI shall take following action:

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

**Airport Director  
Airports Authority of India,  
LGBI Airport, Guwahati  
PIN – 781015**

**Encl: Annexure-A, PQ Performa  
Annexure-B ,(Instruction for Online Bid Submission)**

**ANNEXURE-A****Pre-Qualification****CHECK LIST**

(To be uploaded by applicants along with tender application in Envelope-I) Name of work: "Job contract for Provision of Manpower for Operation of Rest Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam."

1	2	3	4
Ref	Qualifying Criterion	Particulars	Enclosure
1.	Envelope-I shall contain scanned copy of		
a	Details of Earnest money deposit & Undertaking to be put along with EMD (Performa given on page A-20-21 of tender document)		
b	Affidavit regarding minimum wages (Performa given on page A-24 of tender document)		
c	Authorization letter/ power of attorney (If applicable)		
d	Unconditional Acceptance (Performa given on page A-22-23 of tender document)		
e	Valid NSIC/MSME registration certificate for tender fee & EMD exemption.		
f	Affidavit regarding non blacklisting (Performa given on page A-26 of tender document)		
2.	Any other information		

Place:

Date:

Signature  
Authorized Signatory of the contractor/ Firm

**DECLARATION**

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

Place:

Date:

Signature  
Authorized Signatory of the contractor/ Firm

**CHECK LIST****(To be uploaded by applicants along with tender application in Envelope-II)**

**Name of work:** "Job contract for Provision of Manpower for Operation of Rest Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam"

1	2	3	4
Ref	Qualifying Criterion	Supporting Document must have the following salient information which AAI would like to note	Enclosure check list
1(a).	Name and address of the firm/ contractor  Telephone, Fax, E-mail		
1(b).	Authorized signatory  (Name and Designation)		
2.			
a.	Details of Registration Registered with :  Category & Limit :  Valid upto :		Registration certificate copy enclosed :  YES/NO
b.	Experience details forming the basis of pre qualification		
b(i).	Certificate from clients of having satisfactorily completed  Three works of <b>Rs. 12,36,113/-</b> (each in single contract of similar nature of work during last 7 years ending on <b>31.01.2020</b> )	Details of the Three work(s)  <b>Work no.1</b>	Copy of certificates enclosed :  YES/NO

		<p>Name of Work:</p> <p>Work Order / Agreement No. &amp; dt.:</p> <p>Cost:</p> <p>Stipulated Date of Completion as per contract agreement:</p> <p>Actual Date of completion:</p> <p>Completion Cost :</p> <p>Performance Certificate: (Of work in AAI in last 3 years)</p> <p>-----</p> <p><b>Work no.2</b></p> <p><b>Name of Work:</b></p> <p><b>Work Order / Agreement No. &amp; dt.:</b></p> <p><b>Cost:</b></p> <p><b>Stipulated Date of Completion as per contract agreement:</b></p> <p><b>Actual Date of completion:</b></p>	<p>-----</p>
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<p><b>b(ii).</b></p>	<p>-----</p> <p style="text-align: center;"><b>Or</b></p> <p><b>Two works of Rs. 15,45,142/-</b></p> <p>(each in single contract of similar nature of work during last 7 years ending on <b>31.01.2020.</b>)</p>	<p>Completion Cost :</p> <p>Performance Certificate: (Of work in AAI in last 3 years) -----</p> <p><b>Work no.3</b></p> <p>Name of Work:</p> <p>Work Order/ Agreement No. &amp; dt.:</p> <p>Cost:</p> <p>Stipulated Date of Completion as per contract agreement:</p> <p>Actual Date of completion:</p> <p>-----</p> <p>Completion Cost:</p> <p>Performance Certificate: (Of work in AAI in last 3 years) -----</p> <p><b>Details of the two works:</b></p> <p><b>Work no.1</b></p> <p>Name of Work:</p> <p>Work Order/ Agreement No. &amp; dt.:</p> <p>Cost:</p>	<p>-----</p> <p>-----</p>
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		<p>Stipulated Date of Completion as per contract agreement:</p> <p>Actual Date of completion:</p> <p>Completion Cost :</p> <p>Performance Certificate: (Of work in AAI in last 3 years)</p> <p><b>Work no.2</b></p> <p>Name of Work:</p> <p>Work Order/ Agreement No. &amp; dt.:</p> <p>Cost:</p> <p>Stipulated Date of Completion as per contract agreement:</p> <p>Actual Date of completion:</p> <p>Completion Cost :</p> <p>Performance Certificate: (Of work in AAI in last 3 years)</p> <p>-----</p> <p><b>Details of the work:</b></p> <p><b>Work no.1</b></p>	
	<p>Or</p> <p>One work of <b>Rs. 24,72,226</b>- (each in single contract of similar nature of work during last 7 years ending on <b>31.01.2020</b>)</p>		

b(iii).		Name of Work:  Work Order /Agreement No. & dt.:  Cost:  Stipulated Date of Completion as per contract agreement:  Actual Date of completion:  Completion Cost :  Performance Certificate (Of work in AAI in last 3 years)	-----
c.	<b>Self attested copy of Abridged sheet of the firm shall be submitted along with the application. Firm showing continuous losses for the last three years in the balance sheet shall be rejected.</b>		
d.	Whether experience from Govt. organizations or private clients?	<b>Govt. Organization/ Private Clients.</b> (Tick whichever is applicable. In case experience of private client, TDS certificate from client to be enclosed) (Tick	<b>TDS Certificate enclosed: YES/NO</b>

		whichever is applicable.)	
e.	<b>TURNOVER :</b> Annualized average financial turnover equivalent to Indian Rupees Rs. 9,27,085.00 during last three financial years.	Year INR (in Lakhs) 2016-17 2017-18 2018-19	Proof of turn over enclosed (Abridged balance sheet & profit & loss A/C) YES/NO
f.	Permanent Account No.(PAN)		Copy enclosed: YES/NO
g.	GST Registration		Copy enclosed: YES/NO
h.	Digitally Signed Tender Document		Copy enclosed: YES/NO
i	Undertaking for GST Compliance		
J	EPF and ESIC registration		
3.	Any other information		

Place:

Date:

Signature

Authorised Signatory of the contractor/ Firm

**DECLARATION**

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

Place:

Date:

Signature

Authorized Signatory of the contractor/ Firm

**Airports Authority of India**

**Item Rate Tender & Contract for Work**

**Airport: LGBI Airport, Guwahati**

**Division: Airport Operation**

**Tender for the work of “Job contract for Provision of Manpower for Operation of Rest Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam.**

**Tender e-bid (Envelope I, II & III) to be published as per Critical Date Sheet on CPP portal**

- (i) Envelope – I (Pre Qualification): As per Critical Date Sheet**
- (ii) Envelope – II (Technical Bid): As per Critical Date Sheet**
- (iii) Envelope III (Price Bid): As per Critical Date Sheet**

**TENDER**

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

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

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

**A sum of Rs. 61,806.00/- (Rupees Sixty One Thousand Eight Hundred Six only) is here by forwarded in the form of Demand draft of a Nationalized or any scheduled bank (but not from co-operative or Gramin bank) as earnest money. Further if I/We fail to commence work as specified, I/We agree that AAI or his successors in Office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage maintained in schedule of quantities and those in excess of that limit at the rates to be determined in accordance with the provision contained the tender . Further, I /We agree that in case of forfeiture of earnest money as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.**

**I / We hereby declare that, I / We shall treat the tender documents drawings and other records connected with the work as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom**

**I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.**

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

**Signature of the Contractor**

**Postal Address**

**UNCONDITIONAL ACCEPTANCE****TO BE PUT IN Cover -I**

To  
 The Airport Director  
 Airports Authority of India  
 LGBI Airport, Guwahati,  
 Assam – 781015

Date:

Sir,

**ACCEPTANCE OF AAI'S TENDER CONDITIONS**

1. The tender documents for the work “Job contract for Provision of Manpower for Operation of Rest Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam” have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us on CPP portal: <https://etenders.gov.in/eprocure/app> ,Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of the tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/ conditions (except unconditional rebate on quoted rates, if any in the bill of quantity) in the tender uploaded in envelope-I,II&III. In case, any condition(s) are found in Envelope II(i.e. Technical Bid) then Envelope – III(i.e. Financial Bid)shall not be opened, or if any condition found in envelope –III (i. e. Financial Bid)the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the 10% 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 money for this work is enclosed herewith.

Sl. No.	Name of Bank	Demand Draft No.	Date	Amount

6. The required earnest money for this work has been submitted and the scanned copy of Tender Processing Fees\* &EMD\* is attached along with duly filled and signed annexure 3.

**7. I/We agree that “If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / Legal action”.**

**Yours Faithfully**

**Date**

**(Signature of the Contractor/firm)**

**With Rubber Stamp**

**Encl: Demand Draft/ Fixed Deposit Receipt.**

**\*In case of exemption from Tender Fees and EMD necessary documents regarding the same to be uploaded.**

**Documents to be attached in Envelope - I**

**AFFIDAVIT**

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

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

**Dated this, the ..... day of ..... month..Year.**

**DEPONENT**

**Place:**

**Date:**

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

## **GST UNDERTAKING**

- 1. That the bidder is registered under GST and compliant of GST provision.**
- 2. In case of non compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnity AAI.**
- 3. That all input credits have been passed on to AAI by the bidder.**

**Dated:**

**(Signature of the tenderer)**

**With rubber Stamp**

**Documents to be attached in Envelope - I**

**AFFIDAVIT**

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

I am competent to swear this affidavit on behalf of .....  
 (Name of agency). I state that, with reference to ..... (Tender ID) for  
 the tender documents for the work of  
 \_\_\_\_\_ (Name of Work) we are not black listed  
 by AAI/ Any Govt.(State and Central)/ PSU organisation.

Dated this, the ..... day of ..... month ..... Year.

**DEPONENT**

**Place:**

**Date:**

**Note:** This affidavit is to be attested by a First Class Magistrate / Notary

**Public on non-judicial stamp paper of requisite/proper Stamp Duty.**

**ANNEXURE – B****AIRPORTS AUTHORITY OF INDIA****INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: [www.etenders.gov.in](http://www.etenders.gov.in)

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

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

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

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

### **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or „Other Important Documents"" area available to them to upload such documents and keep it as a repository.

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

### **SUBMISSION OF BID**

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

entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders" dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers" public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



**संविदा की सामान्य शर्ते**  
**GENERAL CONDITIONS OF CONTRACT**

**भारतीय विमानपत्तन प्राधिकरण**  
**AIRPORTS AUTHORITY OF INDIA**

## **General Condition of Contract:-**

- 1) On acceptance of tender earnest money will be treated as part of security.
- 2) AAI will return the earnest money, where applicable, to every unsuccessful tenderer after completion of tendering process.
- 3) Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection. The tenderer shall intimate if his near relative is posted as executive in any capacity in AAI.
- 4) The tender for work shall remain open for acceptance for a period of ninety days from the date of opening of Financial Bid(Cover III). If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of tender, which are not acceptable to department, AAI shall, without prejudice to other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
- 5) The notice inviting tender shall form part of the contract document. The successful contractor on acceptance of his tender by accepting Authority shall within 15 days from the stipulated date of start of the work sign the contract agreement consisting of Notice Inviting tenders, General conditions of the contract as issued at the time of invitation of tender , schedule of quantities and acceptance thereof together with any correspondence thereto.
- 6) The contract agreement shall be executed on a non-judicial stamp paper of appropriate value and the cost of the same shall be borne by the Contractor.
- 7) The successful Tenderer must operate the contract for the total contract period, failing which the contractor/agency may be debarred from participating in any tender in AAI for a minimum period of two years.
- 8) The authority shall have the right to terminate the contract after serving a notice for a period of 30 days in advance. The contractor can also terminate the contract by serving a similar notice in writing. Such notices shall be served by Registered/speed post or by hand at the respective address. Notwithstanding the above, the contractor shall continue to provide the services as per mutual agreement till alternative arrangement is made by AAI.

- 9) 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 credentials submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action: (a) Forfeit the entire amount of EMD submitted by the firm/company. (b) Debar the firm for minimum two years to tender for AAI.
- 10) Period of contract shall be for Twelve months with provision of extending the contract for another period of Twelve months at the same terms & conditions, if desired by AAI.
- 11) The work shall commence from the 7th day after the date on which the in-charge issues written order to commence work or from the date of handing over of site, whichever is later. If the contractor commits default in commencing the work as aforesaid, AAI shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money absolutely.
- 12) Tenderer shall be allowed monthly Payments only for which bills shall be submitted by the tenderer and same shall be processed for payment action.
- 13) The contractor shall submit the bill with relevant documents by 7th of next month. If the contractor fails to submit the bill by next month than the authority shall have the right to terminate the contract after serving a notice for a period of 30 days in advance.
- 14) Security deposit @10% of gross value of the bill will be deducted from the monthly bills. Income tax and other deductions shall be made from all payments made to the contractor as per rules and regulations prevailing from time to time.
- 15) The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act ,1952, the Employees State Insurance (ESI)Act, 1948, the Contract Labour ( Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Act, 1971, the Inter-State Migrant workman (Regulation of employment & conditions of Service)Act, 1979, The Minimum Wages Act, 1928 AND 1948, the Payment of Wages Act, 1936 ,the workmen's Compensation Act, 1923, Bonus Act and other relevant Act, Rules and Regulations, instructions etc. issued / enforced by central and state Govt from time to time.
- 16) As the site of the work is in restricted area, the contractor is required to obtain Entry permits for his staff. Police verification certificate and other formalities in this regard shall be done by the contractor at his own cost. The

contractor is required to obtain police verification certificate at the earliest for each employee deployed in the site not later than 30 days from the commencement of the issue of work order during the execution of job, if any injury or damage occurs to any of contractor's worker or user/ passenger at Airport, AAI shall not be responsible and liable to pay any compensation. Contractor will be responsible in this regard.

- 17) All disputes and differences arising out of or in any way touching or concerning this contract shall be referred to the sole arbitration of a person to be appointed by the chairman of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitrator Act & Conciliation Act, 1996 shall be applicable. It will be no bar that the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any court of Law, on this account. In case of any dispute where legal action is compelled to be initiated by any of the party, jurisdiction of the court shall be the city/town/ district where the airport is located.
- 18) During the execution of job, if any injury or damage occurs to any of contractor's worker or user/ passenger at Airport, AAI shall not be responsible and liable to pay any compensation. Contractor will be responsible in this regard.
- 19) Job contract for Provision of Manpower for Operation of Rest Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam shall be done as per satisfaction of competent authority. Otherwise penalty will be imposed for non-availability of manpower as decided by the competent authority.
- 20) The contractor has to apprise himself appropriately while quoting about the manpower requirement of the job. As per AAI, during the contract period a minimum of 5 (Five) skilled manpower, 08 (Eight) semi skilled manpower at various location as mentioned in tender Document is an essential requirement.
- 21) Persons working at airport should wear uniform. The uniform [two set] per person should be as per specification of competent authority or his authorize representative.
- 22) The contractor shall pay the bonus as per bonus act to all employees at the time of Durga puja or may be agreed date.

- 23) The successful bidder will have to execute an agreement on non judicial stamp paper of Rs 100/- within 15 days and provide the services to AAI within the time specified by AAI.
- 24) As the work is to be carried out in Terminal Building the actual area shall be inspected before start of work.
- 25) Agencies must ensure that the job is done at per the satisfaction of competent authority or his authorize representative.
- 26) The contractor shall deploy adequate manpower for carrying out the work. The contractor shall also deploy appropriate tools, tackles and equipment at all times during the duration of contract.
- 27) Payment to the successful bidder shall be released on submission of statutory requirement challan (E.g. ESI, EPF etc), wages slip, all deduction details, Account detail of Salary transfer to employees deployed at site for the services rendered in the particular month along with invoice.
- 28) Payment through bank A/C is mandatory hence the monthly wages to all employees deployed at site should disburse through bank and to the respective employees A/C. The contractor is required to submit bank A/C, EPF, ESI individual code no to the competent authority or AAI representative within one month from the date of issue work.
- 29) The statutory requirement like EPF, ESI is mandatory. The contractor has to provide ESI card to all employees deployed by him at site irrespective of any number within one month of taken over contract.
- 30) The authority shall have the right to terminate the contract after serving a notice for a period of 30 days in advance if the contractor fails to comply the clause no 28 and 29 of GCC.
- 31) EPF & ESI, amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
- 32) The quoted rate should not include GST, Labour components of PF, ESI, Bonus as per the prevalent Govt Guidelines. All the payment towards PF, ESI, & Bonus will be reimbursed on production of documentary evidence/proof of depositing /proof of remittance of such amount to statutory, regulatory authorities. Any additional statutory taxes by state govt will be reimbursed on production of documentary evidence of payment to statutory, regulatory authority duly certified by the in charge.

- 33) No escalation on item is applicable, however agency will be entitled to get reimbursement of hike in minimum wages, PF, ESI contribution on production of documentary evidence.
- 34) Site along with the list of inventory of respective items in Rest Rooms will be taken over by the agency on the day of start of work, Same has to handed over to AAI on completion of the work in good working condition. Any shortfall has to be compensated by the Agency. However general wear & tear happen during use will be accepted by AAI
- 35) AAI representative can inspect the same any time any discrepancy found if not corrected in stipulated time then penalty will be imposed.
- 36) Qualification certificate of the employees recruited by contractor must be submitted before the start of contract.
- 37) After starting of work within one month all man power must be deployed by contractor, if not 10% of EMD will be deducted per 15days continuously till all the manpower is deployed along with the recovery against the non deployed man power.
- 38) **Dispute Resolution (i) Dispute resolution mechanism and arbitration:-** Except where otherwise provided in the contract, all questions and disputes claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract shall be dealt with as mentioned hereinafter. (ii) **Through Dispute resolution committee: -** Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Airport Director / Member (Operations) / Chairman, Airports Authority of India.

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

DRC, thus constitute may act as 'conciliator' and will be guided by principles of 'conciliation' as included in part III of Arbitration & Conciliation Act 1996, DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including

any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party. DRC will give its report within 45 days of its constitution. It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor.

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

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

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

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

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

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

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

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

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

**SCHEDULE -B**

<b>SL. NO</b>	<b>DESCRIPTION</b>	<b>APPLICABLE TO THIS CONTRACT</b>
01	Name of work	Job contract for Provision of Manpower for Operation of Rest Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam
02	Work cost (per annum in Rs And in word)	Rs 29 ,94,197 /- (Rupees Twenty Nine Lac Ninety Four Thousand One Hundred and Ninety Seven only)
03	Accepting Authority	Airport Director, AAI, LGBI Airport, Guwahati
04	Cost of tender Document	Rs. 1120/-(Payment by DD of any Nationalized Bank, in favour of "Airports Authority of India", payable at Guwahati.)
05	Last date of receipt of application	As per Critical Date Sheet
06	Period of sale of tender documents	As per Critical Date Sheet
08	Last date & time of receipt of tender	As per Critical Date Sheet
09	Date & time of opening of tender	As per Critical Date Sheet
10	Earnest money	As per Critical Date Sheet
11	Competent authority to decide if any other cause of delay is beyond supplier's control	Accepting authority
12	Competent authority to grand extension of time	Accepting authority
13	Defects liability period	Three Months



# **SPECIAL CONDITIONS OF CONTRACT**

## **SPECIAL CONDITIONS**

### **1. GENERAL**

- i. **Special conditions shall be read in conjunctions with General Conditions of Contract and other document forming part of this contract wherever the context so requires.**
- ii. **Notwithstanding sub division of these documents into separate sections every part of each shall be deemed to be supplementary to and complementary of each every other part and shall be read with and into the contract so far as it may be practicable to do so.**
- iii. **Where any portions of General Conditions of Contract is repugnant to or at any variance with any provisions of Special Conditions of Contract unless a different intension appears, the provision of Special Conditions of Contract shall be deemed to override the provisions of General Conditions of Contract and shall to the extent of such repugnancy, or variations prevail.**
- iv. **Contractor's obligations: The manpower service provider.**

### **2. Job Description/Specification, Qualification of Manpower**

#### **I Data Entry Operator (Skilled)**

- a) **All sorts of dictation/typing work usually carried out by using the computer with knowledge of MS Office or any other suitable software in English and Hindi, maintenance of files of documents and other relevant works as and when required by the different sections of AAI. Movement and maintenance of files, papers, drawings, within the office, outside AAI office operation of various office equipments like photocopier, fax, telephone, printer, EPABX etc.**
- b) **Dispatch and receipt of files, letters etc. To and fro with various AAI offices including various state/central govt. Offices/PSU.**
- c) **Any other work assigned by AAI in connection with smooth functioning of the office.**
- d) **Candidate should be minimum Graduate with prior two years work experience in office management role.**

#### **ii Attendant Semi-Skilled**

- a) **Cleaning of Rooms, Dusting Of Furniture and Equipments In The assigned area.**
- b) **Preparation and serving of tea, coffee, snacks etc in office, cleaning of utensils used in the pantry etc.**
- c) **Delivering the DAK/letters/papers and documents to various sections /government offices in the city. For local movement, contractor shall provide its means at his cost. Any other work assigned by AAI in connection with smooth functioning of the office.**
- d) **Facilitating the official guests of the airport during movement in Airport premises.**
- e) **Upkeep of Rest room, maintenance of Rest Room & facilitate arriving & departing Guest**
- f) **Raise the requirement for consumables for rest room for facilitation in time.**

- g) Keep Record of all inventory of restroom. Candidate should be minimum Class X pass and One Year Experience in similar Job.**
    - f) Any work assigned by APD or its authorized representative.**
  - 2 For all intents and purposes, the service providing Company shall be the “Employer” within the meaning of different Labour Legislations in respect of personnel so employed and deployed as per Manpower Deployment Schedule. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction to supervisor for undertaking the contractual obligation. The persons deployed by the Company in AAI shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Airports Authority of India.**
  - 3. The manpower service provider/contractor will be responsible for the antecedents of the personnel deputed for the work. It is the responsibilities of contractor to obtain ‘Police verification’ before deploying them in AAI. The contractor shall obtain all necessary regulations, licensees, approvals and sections under the labour laws and others statutory requirements as applicable from time to time.**
  - 4. The contractor will accept full and exclusive liability for the all the payment to be made by it to its staff in accordance with the law of the land including any statutory obligations under the law imposed by the central government/state government/governments of local bodies. Any new statutory liability/levy imposed after submission of tenders, will be borne/compensated by AAI.**
  - 5. AAI will have no liability whatsoever concerning the personnel deployed by the contractor and the contractor will keep AAI in indemnified against all losses, damages or liabilities arising out of or imposed in connection with the service provide by it.**
  - 6. Penalty if any imposed by any court for legal violation including third party liabilities, if any shall be recovered from the bills submitted for payment by the contractors.**
  - 7. The manpower service provider/contractor shall comply with all acts, laws or other statutory rules, regulation, bye laws applicable or which might became applicable too. With regards to the performance of the work included herein. The contractor shall comply with minimum wages act 1948, contract labour (regulation and abolition act), industrial dispute act 1948, workers compensation act 1954, PF and misc. Provisions act and other applicable acts and rule and regulation etc. The contractor will keep AAI in indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the preach of provision of any act, rule and regulations as applicable from time to time.**
  - 8. The contractor can claim the increase in minimum wages and resultant increase in PF,ESI & bonus contributions of the principle employers and any other increase in relation to wages/taxes announced by the central government/ Assam Govt. which shall be compensated by Principle Employer only for the actual amount increased so as to enable the Contractor to meet the statutory obligations time to time.**
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9. For any infringement of this provisions AAI shall be at liberty to resign contract without any liability to any compensation whatsoever to contractor.
10. If Airport Director or its authorized representative is not satisfied with the manner or performance of the service provided by the contractor then the contractor will have to take such remedial measures as it may be called upon to do to the entire satisfaction of Airport Director.
11. The manpower service provider/contractor shall be exclusively be liable and responsible for their wages, PF, bonus, ESI and all other payments as may be applicable and full compliance in their respect with all statutory laws, rules and regulation as applicable to them.
12. The manpower service provider/contractor shall open a bank account of all the employees and shall make regular and full payments of their wages/ salaries and other payments to the employees. The payments of the employees shall be deposited in their bank accounts through RTGS/NEFT. The contractor shall furnish necessary proofs such bank deposit slips by 15<sup>th</sup> day of the respective months.
13. The manpower service provider/contractor shall also be liable to pay PF contribution within 15<sup>th</sup> of every month.
14. The manpower service provider/contractor shall maintain all registers, returns, forms etc required under various acts which shall be inspected by Airport Director or by his authorized representative time to time. The engagement of outsource person shall be purely on temporary basis.
15. Contractor is liable to pay all taxes, duties, royalty's statutory minimum payments/contributions to be paid to and / or on behalf of the manpower supplied by the tenderer / overheads etc. Except GST, this shall be reimbursed by AAI.
16. The duty hours of the staff deployed will be 8 hours per day. Working hours will be communicated by respective station on award of work. However the duty of the deployed staff will commence from such time as may be directed by the Airport Director. The persons may be called on and after beyond working /office hours as required by Airport Director. The manpower service provider /contractor shall indemnity and hold harmless AAI, its officer and staff against any claims demands, losses damages, penalties, any claim under the payment of wages act, 1936, and/or the minimum wages act, 1948 or any statutory obligation arising out of any other act or acts or on behalf of any person employed by him.

#### **17. PERFORMANCE SECURITY**

- I. Tender security (EMD) submitted with the tender by the successful tenderer will be retained by the employer as performance security. The performance security will be refunded only after the completion of work in all respects by the contractor and formal issues of completion certificate by the employer.

- II. The contractor shall maintain adequate manpower as per requirement. The contractor shall provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
- III. Contractor shall, on award of the contract, furnish the list containing names and address of the manpower which he proposes to deploy with AAI along with their police verification reports.
- IV. Contractor shall, on day to day basis, find out whether the deployment is full and in case of absentees he shall make replacement immediately. The payment in respect of the overlapping period of replacement / substitute shall be the responsibility of the service provider / contractor.
- V. The contractor shall be entitled to take from time to time by way of accounts payments only for such man power supply job as in the opinion of Airport Director he has satisfactorily performed in terms of contract. The contractor will submit bills for duly performed by the personal deployment for official purposes to the difference sections/departments at AAI in appropriate form duly certified by the authorized section head and produce the records and documentary proof of payments and satisfactory.

#### 18. PAYMENT TERMS

- I. The lump sum amount payable by AAI to the manpower service provider on production of bill shall include
    - a. The work value as per Agreement and associated GST
    - b. Reimbursement of PF & ESI contribution and Bonus as per statutory norms.
  - II. The aforesaid consideration will be paid by AAI to the manpower service provider within 15 working days against the invoices supported by bank deposit slip, PF & ESI Contribution of each employee at the end of each month, in duplicate. After deduction towards, income tax and other statutory deductions as applicable under the income tax act, 1961, shall be made from all payments made to the manpower service provider and in respect of such deductions necessary certificates of tax deduction shall be given; the manpower service provider shall provide details every month regarding submission of statutory payments towards PF, ESI etc. In account of outsourced personnel with the appropriate authorities. The monthly payment to the outsourced personnel shall be made as per Fair\Minimum wages as announced by statutory authority by 7th day of every month.
  - III. AAI reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.
19. The outsourced staff deployed at AAI maintains complete secrecy and confidentiality about their work assignments in AAI.
20. The outsourced staff shall ensure safe custody of all data/ information specific to any project of AAI and shall maintain confidentiality in not divulging/ disclosing the same to any third party, under any circumstances.
21. Avoid use of any official information concerning AAI for any non-official purpose;

22. The ownership and copyright of all data, drawings, reports and other documents, prepared by the outsourced staff during the discharge of his/ her duties in AAI shall rest exclusively with AAI;
23. For the purpose of this Clause "Confidential Information" shall mean any knowhow, as well as any other knowledge, data or information of any technical, commercial or financial nature which is furnished to or obtained by outsourcing staff directly or indirectly, during execution of their duties, in AAI.
24. AAI provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing
25. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
26. The agency shall ensure that the individual person deployed in or through the Airport Authority of India is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
27. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the successful Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, when required by AAI.
28. The Agency shall replace immediately any of its personnel who are found unacceptable to the Airport Authority of India because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of the AAI.
29. The Agency shall depute a coordinator who would be responsible for immediate interaction with the Airport Authority of India so that optimal services of the persons deployed by the Agency could be availed without any disruption.
30. The Agency shall immediately provide a substitute in the event of any person absenting for duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a pre- estimated agreed liquidated damage @ 2 times the pro-rata remuneration per day per personnel on the service providing agency.
31. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The Airport Authority of India shall, in no way be responsible for settlement of such issues whatsoever.
32. The Airport Authority of India shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.

33. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor any relaxation for absorption in the regular/ otherwise capacity in Airports Authority of India.
  34. The Agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of the Airports Authority of India or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
  35. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Airport Authority of India is put to any loss/ obligation, monetary or otherwise, the AAI will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary.
  36. In case of breach of any of the terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by the Airport Authority of India besides annulment of the contract and the agency become liable for blacklisting.
  37. Airports Authority of India reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the Manpower placement agency
  38. Prior to commencement of this contract, the contractor shall submit a list of his employees who will be deployed along with their bank account number, other relevant details as per requirement of this contract. The PF account no and ESI card of the workers deployed by the contractor for this contract shall be submitted to Airport Director within one month from the date of award of the contract.
  39. Disbursement of wages preferably credited to the employee Bank Account with ATM debit card facility shall be made by the contractor to the workers preferably within 7th of each calendar month and a list in respect of wages paid to the worker along with bank statement has to submit to the AAI monthly.
  40. The bill submitted will consist of bill and EPF, ESI, Wage slip details, Deduction of EPF and ESI details signed and certified by the contractor in each and every page & Bank statement of wages paid.
  41. AAI shall withhold any payment due to the contractor, if PF and other applicable statutory contributions are not paid by the contractor and proof to that effect has not been submitted regularly to AAI.
  42. AAI shall call upon the contractor to produce all original challan, documents etc for verification with regard to payment of minimum wages, PF etc. In case of any violation of statutory provision with regard to minimum wages, PF etc, AAI may refer the case to the appropriate authority to take action against the erring contractor and AAI shall not be responsible for any consequence thereof.
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43. The employee deployed by the contractor should have know led of minimum communicative language and the Skill supervisor should know minimum English, Hindi, local language. The employee should polite in nature and show due curtsey towards the guest and have the capacity to handle the high profile guest.

44. The licensee is expected to pay minimum wages per worker as mandated by Labour Laws –

**As of the date of the release of the tender, minimum wages are as follows**

**Skilled-: Rs. 666/-day**

**Semi-skilled :- 569/-day**

45. No escalation on item is applicable, however agency will be entitled to get reimbursement of hike in minimum wages, PF, Bonus, ESI contribution on production of documentary evidence.

46. Minimum Labour Required to be deployed at site on Six Day in a week Basis.

### **Manpower Deployment Schedule**

Sl.no	Place	Manpower Requirement	Grade	Current wage rate	Qty
1.	LGBI Guwahati	Man power	Skilled	666	5
2.	LGBI Guwahati	Man power	Semi-Skilled	569	8

One shift means 8 Hrs duty. The shift timing will be decide by APD or his authorized representative.

47. Penalty will be imposed for non-deployment of manpower and other services are as follows:

Sl. No.	Designation	Recovery Rate per shift per person(In Rs)
1.	Attendant, Data Entry Operator,	1.5X Times of Minimum Wages for first two instant in month of Minimum Wages for first two instant in month 2X Times of Minimum Wages for third instance Onward.

## AGREEMENT FORM

(To be printed on - stamp paper of appropriate Value)

This agreement made this (date in figures & words) between Airports Authority of India a statutory corporation incorporated under the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport , New Delhi-110 003 through its \_\_\_\_\_ (here in after referred to as "AAI" which expression shall include its administrators, successors, executors and assign of the One part and M/s. \_\_\_\_\_ ( hereinafter referred to as the "Contractor", which expression shall include its administrators, successors, executors and permitted assigns)of the Other part.

Whereas AAI is desirous of getting the work of ".....at \_\_\_\_\_ **Airport**" (hereinafter called work) done by means of a contract, had invited tenders for this work as per tender documents sold for this purpose.

And whereas the contractor had participated in the above referred bidding vide his tender application dated \_\_\_\_\_ and other subsequent referred letters. AAI accepting his tender offer awarded the work to the contractor on the terms and conditions contained in its acceptance letter No. AAI \_\_\_\_\_

Dated \_\_\_\_\_ and documents, terms and conditions referred to therein which have been accepted by M/s. \_\_\_\_\_ resulting into a contract.

### NOW THEREFORE THIS DEED WITNESSTH AS UNDER:

AAI has awarded the contract to the contractor, for the work of ".....at \_\_\_\_\_ **Airport**" on the terms and conditions contained in its acceptance letter No. AAI \_\_\_\_\_ Dated \_\_\_\_\_ and documents referred to therein. The award has taken effect from the date of letter of Award. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

#### 2.0 Contract Documents:

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as contract documents)

S.No.	Name of the Documents	Page No.
01.	Award letter of AAI	Dated: -
02.	Contractor's Tender Application No.	Dated: -
03.	Envelope cover-I	-
04.	Tender Documents	-
05.	Notice Inviting Tender	-
06.	Tender forms	-
07.	General Conditions of Contract	-

- |     |  |   |
|-----|--|---|
| 08. | Special Conditions of Contract                                     | - |
| 09. | Schedule of quantities   | - |
| 10. | Envelope cover-II  | - |
| 8.  | All correspondences between AAI & Contractor before award of work. | - |

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform to the tender document and what has been specifically agreed to by AAI on its letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by AAI in its letter of Award or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the agreement.

The scope of contract, consideration, terms of payment, wherever applicable, insurance, liquidated damages, period of completion and all other terms and conditions are contained in aforesaid tender documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of agreement.

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of in-consistency or repugnancy to the terms and conditions contained in the tender agreement. Any modification of the agreement shall be effected only by written instrument signed by both the parties.

Any notice given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered at the address mentioned hereby in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:

AAI/\_\_\_\_\_ Dated:

In witness whereof, the parties have executed these presents, day, month and year first above mentioned at \_\_\_\_\_.

Contractor's signature

Signature for AAI

WITNESS:

1.

2.

WITNESS:

1.

2.

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: Airport Director, LGBI Airport Guwahati

Name of Work: Job contract for Provision of Manpower for Operation of Rest Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam

Tender ID : 2020\_AAI\_42458\_1

Name of the Bidder/ Firm / Company :						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>TEXT #</b>	<b>NUMBER #</b>	<b>NUMBER #</b>	<b>TEXT #</b>
SI. No.	Item Description	Quantity	Units	RATE excluding GST In <b>Figures</b> To be entered by the Bidder  Rs. P	<b>TOTAL AMOUNT</b> Without Taxes in Rs. P	<b>TOTAL AMOUNT</b> In Words
1	2	4	5	13	53	55
1	Provision of Manpower for Operation of Rest Room, Terminal Manager and APD office at LGBI Airport, Guwahati, Assam	12.000	Months		0.00	INR Zero Only
Total in Figures					<b>0.00</b>	INR Zero Only
Quoted Rate in Words	<b>INR Zero Only</b>					