

# **NOTICE INVITING TENDER**



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

नेताजी सुभाष चन्द्र बसु अन्तरराष्ट्रीय विमानपत्तन, कोलकाता  
N. S. C. B. INTERNATIONAL AIRPORT, KOLKATA

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**JOB CONTRACT FOR OPERATING OF  
AIRPORT OPERATIONS CONTROL  
CENTRE (AOCC)  
AT NSCBI AIRPORT, KOLKATA**

**DEPARTMENT OF OPERATIONS –  
AIRSIDE MANAGEMENT  
NSCBI AIRPORT, KOLKATA**



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N. S. C. B. INTERNATIONAL AIRPORT, KOLKATA

**NOTICE INVITING TENDER**

**Name of work: Job Contract for operating of Airport Operations Control Centre (AOCC) at NSCBI Airport, Kolkata.**

**Estimate Cost: Rs. 1,25,35,786/- (Rupees One Crore Twenty-Five Lakhs Thirty-Five Thousand Seven Hundred Eighty-Six only)**

**Time Allowed: 24 (Twenty-Four) months** (Extendable for one-year subject to satisfactory performance of work and approval of tender accepting authority).

**Prepared & Checked by**

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Dy.GM (Ops-ASM), AAI  
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**Approved By**

**Manoj Kumar Behera  
General Manager (Ops-ASM)  
AAI, NSCBI Airport, Kolkata**

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**Name of work: Job Contract for operating of Airport Operations  
Control Centre (AOCC) at NSCBI Airport,  
Kolkata.**

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**Dy. General Manager (Ops-ASM)  
Airports Authority of India  
NSCBI Airport, KOLKATA**



भारतीय विमानपत्तन प्राधिकरण  
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N. S. C. B. INTERNATIONAL AIRPORT, KOLKATA

**E-TENDER NOTICE**

Airports Authority of India invites Item Rate tender through e-tendering portal by Deputy General Manager (Ops. -ASM), Dept. of Operations, N.S.C.B.I. Airport, Kolkata on behalf of Chairman AAI from eligible contractors for the work of **“Job Contract for operating of Airport Operations Control Centre (AOCC) at NSCBI Airport, Kolkata”** for an estimated cost of **Rs. 1,25,35,786/- (Rupees One Crore Twenty-Five Lakhs Thirty-Five Thousand Seven Hundred Eighty-Six only)** with a period of completion **24 (Twenty-Four) months.**

For detail information log on to Government e-Marketplace (GeM) Portal, <https://gem.gov.in> or [www.aai.aero](http://www.aai.aero). Further clarification / corrigendum, in this regard, if any, shall be put up only on AAI / Government e-Marketplace (GeM) portal.

**AIRPORTS AUTHORITY OF INDIA  
NSCBI AIRPORT, KOLKATA -700052  
DEPARTMENT OF OPERATIONS (ASM)**

**NOTICE INVITING e-TENDER (Single Packet Open  
Bid/Tender)**

1. Item rate tenders are invited through the Government e-Marketplace (GeM) portal <https://gem.gov.in> by Deputy General Manager (Ops-ASM), Department of Operations, Airports Authority of India, NSCBI Airport, Kolkata-700052 on behalf of Chairman, AAI from the eligible contractors/companies/ agencies who have done similar nature of work, for the work of **“Job Contract for Operating of Airport Operations Control Centre (AOCC) at NSCBI Airport, Kolkata.”** at an estimated cost of **Rs.1,25,35,786/- (Rupees One Crore Twenty-Five Lakhs Thirty-Five Thousand Seven Hundred Eighty-Six only) (Including GST, Bonus, EPF, ESI etc.)** with a completion period of **24 (Twenty-Four) months (Extendable for one year (01year)** subject to satisfactory performance of work and approval of tender accepting authority).

Similar nature of work is defined as **“Supplying/Providing Highly Skilled Data Entry Operator or supply of manpower for computer operations or manning & processing operations/control center in India during last seven years ending on last date of submission of bid”**.

The tendering process is online at Government e-Marketplace (GeM) portal URL address <https://gem.gov.in> or [www.aai.aero](http://www.aai.aero) Aspiring bidders may download and go through the tender document by login the GeM Portal or AAI Website ([www.aai.aero](http://www.aai.aero)).

Prospective Tenderers are advised to get themselves register at Government e-Marketplace (GeM) portal, obtain ‘login ID’ & ‘Password’ and go through the instructions available in the Home Page after log in to the Government e-Marketplace (GeM) portal <https://gem.gov.in> or [www.aai.aero](http://www.aai.aero).

**Earnest Money Deposit (EMD) of Rs.2,50,716/-** will be required to be paid offline in form of Demand Draft in favour of Airports Authority of India payable at Kolkata / (Or) Bank Guarantee (BG) against EMD (along with copy of the SFMS-Structured Financial Messaging System) BG confirmation message sent by the BG issuing bank to ICICI bank) from a Nationalized or scheduled bank but not from Co-Operative or Gramin/ Rural bank.

AAI Bank & Account Details for preparation of Demand Draft / Bank Guarantee are as follows:

The tenderer / bidder shall use the following bank details for SFMS for BG:

<b>CORPORATE NAME</b>	: AIRPORTS AUTHORITY OF INDIA
<b>BANK NAME</b>	: ICICI BANK
<b>IFSC CODE</b>	: ICIC0000007
<b>BG ADVISING MESSAGE</b>	: IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)

**UNIQUE IDENTIFIER CODE : AAIKOLKATA**

The original documents against EMD should be **Speed Post** to the concerned officials as specified in the tender document and should reach within 5 days of after bid submission end, failing which the bid may be treated as incomplete & may lead to rejection of the bid. The details of documents physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

**EMD Exemption:** The tenderer, bidder seeking EMD exemption, must submit with the bid, valid supporting document for the relevant category as per General Terms and Conditions on Government e Marketplace (GeM).

**RETURNING/REFUND OF EARNEST MONEY DEPOSIT (EMD)**

- a) The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned within Fifteen (15) days after declaration of result of first stage itself i.e. technical evaluation.
- b) The Earnest Money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within Fifteen (15) days, after the award of contract to the Successful bidder or expiry of bid validity, whichever is earlier.
- c) The Earnest money deposit of all the bidders shall be returned, in case of cancellation of bid after the opening of Bids and prior to opening of financial bids.
- d) No interest shall be payable on the Earnest Money Deposit.

**CRITICAL DATA SHEET**

<b>Description</b>	<b>Date</b>	<b>Time (IST)</b>
Publishing Date	03.11.2023	1500 hrs.
Bid Document Download/Sale Start Date	03.11.2023	1630 hrs.
Clarifications Start Date	03.11.2023	1700 hrs.
Clarifications End Date	08.11.2023	1800 hrs.
Bid Submission Start Date	03.11.2023	1700 hrs.
Bid Submission End Date	24.11.2023	1800 hrs.
Last date and time of submission of original Demand Draft/BG against EMD	28.11.2023	1800 hrs.
Bid Opening Date on the GeM-portal	29.11.2023	1530 hrs.
Earnest Money Deposit (EMD)	<b>Rs.2,50,716</b> /(In the form of Demand Draft / BG).	

2. Following shall be submitted through online at Government e-Marketplace (GeM) portal by the bidder as per the following schedule:

**Single pocket /Envelope containing documents as described below:**

**A) EARNEST MONEY DEPOSIT (EMD):**

- i) Scanned copy of DD/BG against EMD (Scanned copy must be Self-Attested via digital or physical mode)

**B) TECHNICAL BID:** The Technical Bid shall comprise scanned copy of **digitally signed** file of the following documents:

- i) Permanent Account Number (PAN) and GST Registration Certificate.
- ii) The agency shall be registered with ESI and EPF authorities and shall submit (Regd. certificate) the same in the pre-qualification document.
- 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 **Rs.50,14,314/-** or two works, each of **Rs. 62,67,893/-** or one work of **Rs. 1,00,28,629/-** in single contract of similar nature work during last seven calendar years.  
**Similar nature of work means:** Vendor should have successfully completed works of providing highly skilled manpower for job Contract in Government Departments or Public Undertakings or Private sectors (within India) and proof of similar work executed in the last seven years.  
**Client certificate for experience** should show the nature of work done, the value of work (excluding GST or including GST), date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Level of satisfaction of client with work needs to be mentioned in the work experience certificate. Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate in support of their claim for having experience of stipulated value of work.
- iv) Should have annualized average financial turnover of **Rs.37,60,736/-** against works executed during last three years ending **31st March of the previous financial year**. As a proof, **CA** attested copy (with **UDIN**) of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Tenderers / Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- v) Other Undertaking and Affidavit (**duly filled Annexure A to F**).
- vi) Digitally signed scanned copy of the Tender Document.

**C) THE FINANCIAL E-BID shall be submitted in “Items” section of GeM portal. Unconditional rebate i.e. header discount (%) if any is to be put in “Bid Invitation Information Price Component” section only.**

**Or** All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard SOQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderer/ bidders. Tenderer / bidder are required to download the SOQ file, open it and complete the blue coloured (unprotected) cells

with their respective financial quotes and other details (such as name of the tenderer/ bidders). No other cells should be changed. Once the details have been completed, the tenderer/ bidder should save it and submit it online, without changing the filename. If the SOQ file is found to be modified by the bidder, the bid will be rejected.

### **3. Bid Submission:**

The tenderer shall submit their application only at Government e-Marketplace (GeM) portal:

**<https://gem.gov.in>** Tenderer/Contractor are advised to follow the instructions provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as per para 2.

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

Tenderer who has downloaded the tender documents from GeM website **<https://gem.gov.in>** 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 banned from doing business with AAI.

### **4. Bids Opening Process is as below:**

**Single Envelope (Single Packet Bid Format): Bidding process will take place in Single Packet Bid format in GeM Portal.**

Single Packet Bid containing all documents as per **para-2** for pre-qualification, technical bid & financial bid (uploaded by tenderers/contractor/ firms) shall be opened on date & time mentioned in the **CRITICAL DATA SHEET**.

If the tenderer/bidder has any query related to the bid documents of the work, they should use 'Seek Clarification' on GeM portal to seek clarifications. No other means of communication in this regards shall be entertained.

If any clarification is needed from the tenderer, firms, bidder about the deficiency in his uploaded documents mentioned in Sub para/point-**2(B)**, he will be asked to provide it through GeM portal. The tenderer, firms, 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 tenderers/contractors / firms through e-tendering GeM portal.

Single pocket /Envelope containing all the Documents as listed in sub-para /point 2 of the tenderer, contractors/firms, if found to be meeting the qualifying requirements and technical criteria shall be opened on date & time mentioned in the **CRITICAL DATA SHEET** (In case the date and time

for opening of Envelope is required to be changed, the same shall be intimated through Government e-Marketplace (GeM) portal).

- 5.** AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
- 6.** AAI reserves the right to disallow issue of tender document to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain / Temporary / Permanent debarment /black listing by any department of AAI or Central / State Government Depts./PSUs. AAI reserve the right to verify the credential submitted by the tenderer/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 tenderer / firm then AAI shall take the following action:
  - a)** Forfeit the entire amount of EMD and action as per Undertaking submitted by the firm.
  - b)** The firms / tenderer / agency shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual /legal action.
- 7.** Consortium /JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 8.** Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Government of India prevalent on the date of acceptance.
- 9.** Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIV/Directorate of Handicraft and Handloom etc., will be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up to date amendments shall be applicable for tenders of supply / services.
- 10.** Rates to be quoted by the parties should be inclusive of all taxes, duties, CESS, fee, charges etc. but exclusive of GST, PF, ESI, Bonus.

## **GENERAL CONDITIONS OF CONTRACT**

A) General Rules and Directions.

B) Conditions of Contract

C) Clauses of Contract

## **A) GENERAL RULES & DIRECTIONS**

1. Not more than one Tender shall be submitted by a contractor or a firm. Not more than one concern in which an individual is interested as Proprietor and/or partner shall tender for the execution of the same work. If they do so, all such Tenders shall be liable to be rejected.
2. Tender 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 produced with the tender, and it must disclose that the firm is duly registered under the **Indian Partnership Act, 1952**.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm. Bank details shall be furnished by the firm through an application duly signed by all partners for payment to the firm through bank transfer.
4. Any person who submits an e-tender shall follow the customized format of e-portal to submit their rates, stating at what rate he is willing to undertake each item of the work. Tenderers, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected.
5. Only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the bidder in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words.
6. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
7. Rates to be quoted by the parties should be 24 months inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute and inclusive of GST for all the items. However, GST, as applicable, shall be paid to the contractor, for any taxable service rendered by the agency to AAI, against a valid GST invoice as per terms and conditions of the contract.

### **8. PAYMENT**

The minimum wages payable to the workmen shall be in the **category of highly-skilled** and shall be higher of the two, i.e. minimum wages published by the Chief Labour Commissioner, Ministry of Labour and Employment New Delhi (OR) published by the State Govt. of West Bengal.

The contractor has to make the payment to their respective work force latest by **7<sup>th</sup> day of every calendar month**. However, on receipt of the monthly bill, AAI will verify the bill and forward it to the Finance Department, NSCBI Airport, Kolkata for payment within 20<sup>th</sup> working day from the date of receipt

of bill. Payment will be made through e-payment mode normally within 30 days from the date of receipt of bills along with monthly performance report. The attendance record of deployed staffs must be counter signed by the Apron shift Manager and payment will disbursed as number of duty performed.

The successful agency will accept full and inclusive liability for the consolidated wages, PF, ESI, Bonus, one pair shoe, two pair socks and two set of uniform per year for the personnel deployed by the agency and other obligation referred under the law now and thereafter imposed by the Government / Local Bodies however the agency quoted rate shall be inclusive of all statutory labour components viz. PF, ESI etc. The same shall be reimbursed to the agency as per Government of India regulations. GST paid by the agency will be reimbursed as per actual against production of documentary evidence of having paid such tax/duty.

Any escalation on account of revision of minimum labour wages by Government authorities as amended from time to time during the entire contract period will be eligible for payment.

No wage period shall exceed one month.

#### **9. SECURITY DEPOSIT**

The tenderer/bidder/firms, whose tender is accepted, will be required to furnish Security Deposit of **10%** (Ten Percent) of the Contract Amount within **10 days** of issuance of work order. This guarantee shall be in the form of Demand Draft or Bank Guarantee of Nationalized Bank or any Scheduled Bank but not Co-Operative or Gramin Bank, in accordance with the prescribed form, provided confirmatory advice is enclosed. Otherwise, the Security deposit will be collected by deductions from the running bills of the contractor at equal installments.

The contractor may also deposit the following guarantees towards Security Deposit.

A Security Deposit in the form of irrevocable Bank Guarantee which shall be furnished before signing of agreement, to the extent of **10%** (Ten percent) of the entire contract amount from a Nationalized / Scheduled Bank (as per RBI schedule), having office in India, acceptable to AAI. The Bank Guarantee will remain valid till claim period as per contract provisions.

The same shall be released after completion of service period of 24 (twenty-four) months. However, for increased service period, if any, the same shall be paid after completion of such increased period.

- 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.
- 11.** Airports Authority of India will return the earnest money where applicable to

every unsuccessful tenderer except as provided in the Tender documents.

## **12. VALIDITY OF TENDER**

The tender shall be valid up to **90 days** from the date of opening Tender. The tenderer shall not be entitled during the said period without the consent in writing of AAI to revoke or cancel the offer or to vary any terms thereof. In case of the tenderer revoking or canceling the offer or varying any terms thereof during the period, the EMD received with the techno-commercial bid shall be forfeited by AAI

**13.** 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
- b. Debar the firm minimum three years to tender for AAI in any name/ style.

**14.** On acceptance of tender, earnest money will be treated as part of the security deposit.

**15. Contractor shall transfer / deposit salary of the individual worker to their bank account which should be linked with AADHAR and a statement is to be submitted to AAI along with each running and final bill. In case the contractor does not transfer / deposit salary of the individual worker to his / her bank account which should be linked with AADHAR and do not submit statement to AAI as the case may be the tender shall be rejected / foreclosed and EMD / SD collected till date shall be forfeited.**

**16.** In case of non-execution of the work, EMD /SD collected till date shall be forfeited.

**17.** On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in- Charge shall be communicated in writing to the Officer-in-Charge.

**18. If relative working in AAI then the contractor not allowed to tender:**

The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of work. 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 of AAI. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage.

**NOTE:** By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in- laws.

**19.** Person deployed for above mentioned services shall have no claim for permanent employment in Airports Authority of India.

## **20. REJECTION OF TENDER**

- a. AAI reserves the right to reject any or part of the tender without assigning any reason. The documents submitted by the tenderer shall not be

- returned. AAI also reserves the right at its sole discretion not to award any order under this tender call. This decision does not commit AAI to pay any costs or loss incurred directly or indirectly what so ever.
- b. If the tenderer deliberately gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded and to forfeit he earnest money, absolutely.
  - c. Canvassing in any form in connection with the tenders is strictly prohibited and the tenderer submitted by firms who resort to canvassing are liable for rejection.
  - d. Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and /or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
  - e. No correspondence shall be entertained from the tenderers after the opening of Price bid of the tender unless called by AAI.
  - f. Tenderer with incomplete/ ambiguous details are liable to be rejected without seeking any further clarification.
  - g. If at any stage, any information/ documents submitted by the applicant are found to be false; the agency shall be liable for debarment from tendering in AAI, apart from any other appropriate legal action.

## **21. DISPUTE RESOLUTION MECHANISM**

- a. If a dispute of any kind, what so ever, arises between AAI and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination; the matter in dispute shall, in first place, be referred to the Dispute Resolution Committee (DRC) appointed by Airport Director, Airports Authority of India, NSCBI Airport, Kolkata – 700052.
- b. DRC thus constituted may act as ‘conciliator’ and will be guided by principles of ‘conciliation’ as included in part III of Arbitration & Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement and furnish a copy to each party.
- c. DRC will give its report within 45 days of its constitution.

## **22. REJECTION OF BID IN CASE OF QUOTE BELOW MINIMUM WAGE**

**If any tenderer, firms, bidder quotes the rate less than the Minimum Wage for highly skilled worker (as declared by Central Government or State Government whichever is higher), for daily deployment of 14**

**number of manpower (04 Nos. per shift and 02 Nos. of reliever),for a continuous period of 02 years (731 days), the bid shall be treated as unresponsive and will not be considered and if bidder's total quoted cost is less than the total cost of manpower specified in the tender document as per minimum wages inclusive of PF, ESI etc.) plus GST @ 18%,then bidder, firms shall be disqualified. The rates shall be quoted in Indian Rupee only.**

### **23. SECURITY / WORKING IN RESTRICTED AREA**

The work is required at Kolkata Airport, which is a sensitive and high security zone. The successful agency has to follow the security requirements in his day-to-day work.

The successful agency shall be sensitive and responsive to the safety and security factors which are of primary importance in today's Airport Environment. Bidders are expected to include security as a consideration in all aspects of their planning.

The agency is required to arrange Photo Identity Card (PIC) from BCAS for his staff/employees individually. The credentials and conduct guarantee are to be obtained from concerned Police Station, verified by the agency and to be submitted with AAI for all the staff/employees individually before deployment. **Staff/employee should not be changed frequently once the verification of character and antecedents are done.** 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 such police verifications shall be borne by the agency. Expenditure for obtaining Airport Entry Permit from the concerned department for Staff / personnel employed to enter into the Terminal Buildings shall be borne by agency.

If at any time the work or Conduct of any worker is found unsatisfactory or in-disciplined or without uniform/PIC or otherwise in any manner deficient to the requirements of the terms & conditions of the contract by AAI, such persons shall be removed by the Agency immediately with suitable substitute.

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 agency shall strictly follow such restrictions and nothing extra shall be payable to the agency on this account. The loss of time on this account, if any, shall have to be made up by agency by generating additional resources etc.

### **24. INCOME TAX AND LABOUR CESS**

Income Tax deductions & labour cess shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with

prevailing Act/Rule from time to time.

## **25. CONTRACT AGREEMENT**

The contract agreement shall be executed within 15 days of issue of award letter and shall be executed on a non-judicial stamp paper of value Rs.100/- and cost of the stamp paper shall be borne by the Contractor.

Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.

## **26. PENALTY CLAUSE:**

- a) The firm shall ensure manning of each position on round the clock basis. Non-availability of manpower to man one position in one shift shall invite a penalty of **five manpower days** on service provider firm.
- b) Penalty of **Rs. 500/-** shall be levied for the staffs following behaviors on each occurrence.

### **LIST OF ACTS AND OMISSIONS FOR WHICH PENALTY CAN BE IMPOSED AND ACTION TAKEN AGAINST THE DEFAULTING WORKER/WORKERS:**

- a) Not wearing uniform.
- b) Willful insubordination or disobedience, whether alone or in combination with other.
- c) Theft fraud or dishonesty in connection with the agencies beside a business or property of AAI.
- d) Taking or giving bribes or any illegal gratifications.
- e) Habitual late attendance.
- f) Drunkenness, fighting, riotous, misbehavior, disorderly or indifferent behavior.
- g) Habitual negligence.
- h) Smoking in restricted area.
- i) Habitual Indiscipline.
- j) Causing damage to work in the progress or to property of the AAI or of the agency.
- k) Absent from duty/Sleeping on duty.
- l) Malingering or slowing down work.
- m) Giving of false information regarding name, age, father's name etc.
- n) Habitual loss of AEP/ID cards.
- o) Unauthorized use of employer's property.
- p) Making false complaints and/or misleading statements.
- q) Engaging on trade within the premises of the establishments.
- r) Any unauthorized divulgence of business affairs of the employees.
- s) Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
- t) Holding meeting inside the premises without previous sanction of the employers.

- u) Threatening or intimidating any workman or employer during the working hours within the premises.
- v) Listening music on Mobile / Other Devices.
- w) Not attending the phone calls.
- x) Any misbehavior with AAI official or AAI customers on phone or in person.

In case a worker or workers indulge in any one of the above acts and omissions, the Contract Agency is liable to be terminated or remove its worker/workers for committing such acts or omissions. The decision of AAI shall be final and binding on the Agency.

The **Officer in Charge** has full rights to instruct agency of expel/ replace the person with habitual defaulter or continuously absent without proper justification which may impact the morale of co-workers.

## **27. Benefits to Micro & Small Enterprises (MSEs)**

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 Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as MSME 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).

### **Note:**

- a) The benefit as above to MSEs shall be available only for goods/ services produced and provided by MSEs for which they are registered.
- b) MSEs seeking exemption and benefits should enclose an attested/self-certified copy of valid registration, giving details of such validity, stores/services etc., failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

**28.** AAI will not be responsible for any delay due to link failure/ internet problem etc. in respect of submission/ receipt of any documents or in submission of e-bid. Bidders who are intending to submit responsive e-Bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the bidder to make sure that the required documents/e-bid is submitted in time.

## B) CONDITIONS OF CONTRACT

### 1. Definition

The contract means the documents forming the tender and acceptance thereof and the formal agreement / agreements executed between the competent **authority(s)** on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-Charge and all these documents taken together, shall be deemed to **form one contract**.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:

- i. The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such services, be rendered and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- ii. The **Contractor / tenderer / bidder** shall mean the individual, firm or company whether incorporated or not, Joint Venture / Consortium undertaking the works and shall include the legal personal representative of such individual or the persons constituting such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- iii. **The Chairman** means the Chairman Airports Authority of India and his Successors.
- iv. The **Officer-in-Charge** means the Operations Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India. With respect to this contract, it will unequivocally refer to the Head of the Department of Operations-Airside Management, NSCBI Airport, Kolkata or any representative nominated/ designated by the O/o the Head of the Department of Operations-Airside Management.
- v. **AAI or Airports Authority of India** shall mean the Chairman Airports Authority of India.
- vi. The terms **Member (Operations)** means the Head of Department of Operations, Airports Authority of India.
- vii. **Accepting Authority** shall mean the General Manager (Ops-ASM) AAI, NSCBI Airport Kolkata.
- viii. **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, terrorism, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or

occupation by Airports Authority of India of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Airports Authority of India's faulty design of works.

**ix. Department** means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.

**x. Tendered value** means the value of the entire work as stipulated in the letter of award.

- 2. Scope and Performance:** Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 3.** Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 4.** The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.
- 5. Sufficiency of Tender:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities (SOQ), which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- 6.** If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 7. Signing of Contract:** The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, shall **sign the contract agreement. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.**

## **C) CLAUSES OF CONTRACT**

### **CLAUSE 1: Foreclosure of contract due to Abandonment or Reduction in Scope of Work**

If at any time after acceptance of the tender or during the progress of work the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Officer-in-Charge shall give notice in writing to that effect to the contractor and the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

### **CLAUSE 2: Recovery of Compensation paid to Workmen**

In every case in which by virtue of the provisions sub-section (i) of Section 12, of the Workmen's Compensation Act, 1923, AAI is obliged to pay compensation to a workman employed by the contractor, in execution of the works, AAI will recover from the contractor, the amount of the compensation so paid, and, without prejudice to the rights of the AAI under sub-section (2) of Section 12, of the said act, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise. AAI shall not be bound to contest any claim made against it under subsection (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to AAI full security for all costs for which AAI might become liable in consequence of contesting such claim.

### **CLAUSE 3: Ensuring Payment and Amenities to Workers if Contractor fails**

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AAI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the AAI Contractor's Labour Regulations or under the Rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by AAI Contractors, AAI will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the AAI under sub section

(2) of Section 20, sub section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by AAI to the contractor whether under this contract or otherwise AAI shall not be bound to contest any claim made against it under subsection (1) of Section 20, sub section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the AAI full security for all costs for which AAI might become liable in contesting such claim.

**CLAUSE 4: Labour laws to be complied by the Contractor**

The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

**CLAUSE 5:** No labour below the age of fourteen years (14yr) shall be employed on the work.

**CLAUSE 6: Payment of wages**

Payment of wages:

- i The contractor shall pay to manpower employed by him either directly or through subcontractors, wages not less than fair wages as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.
- ii The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to employee indirectly engaged on the work, including any employee engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iii In respect of all employee directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Airports Authority of India contractor's Labour Regulations made by AAI from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- iv. The following deductions shall be permissible to be made by the Officer-in-Charge.
  - a. The Officer-in-charge concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
  - b. Under the provision of Minimum Wages (Central) Rule, 1950 the contractor is bound to allow to the employee directly or indirectly employed in the works one day rest for 06 days continuous work.
- v. The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act, 1970, or the modifications thereof or any other laws relating thereto and the rule made thereunder from time to time.
- vi. The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- viii. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- ix. The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of employee.

## **CLAUSE 7**

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per AAI Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 2000/- for each default and in addition, the Officer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

## **CLAUSE 8**

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by the AAI and its contractor.

**CLAUSE 9: Registration with EPFO and ESIC**

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Officer-in-charge to the contractor on actual basis.

**CLAUSE 10: Minimum Wages Act to be Complied with**

The contractor shall comply with all the provision of the Minimum Wages Act,1948, and Contract Labour (Regulation and Abolition) Act,1970 amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

**CLAUSE 11: Employees Provident Fund & Miscellaneous Provision Act 1952/ and State Insurance (ESI) Act, 1948.**

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act,1952 and ESI Act,1948, amended from time to time and rules framed thereunder. Some of the provisions are given below:

- a. The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation within 15 days of award of work, failing which no payment will be released and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
- b. The agency shall enroll his employees in the EPF (UAN) and ESI Registration to the respective Govt. portal and allot / create their registration no. within 60 (sixty) days from the date of award of work. Also if any employee deployed in this work has previous EPF / ESI Registration, the same shall be converted under the new agency's enrollment along with updation of all types of KYC required for continuity in availing benefits of ESI / EPF (UAN) to the individual employee.
- 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 and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.
- d. Wherever ESI is not applicable, Contractor /agency shall take a group

of Mediclaim policy covering health care of minimum Rs.2 lacs/ annum for each employee including his family members (subject to maximum of 4 persons in family). As this amount is reimbursable, no payment shall be deducted from the salary of an employee.

AAI reserves the right to withhold **3%** of the bill amount, from the running account payments, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.

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

#### **CLAUSE 12: Deviation**

The Officer-in-Charge shall have power to increase maximum 30% for quantity of items and the contractor shall carry out the works in accordance with any instructions given to him in writing signed by the Officer-in-Charge and such alterations shall form part of the contract as if originally provided therein and any altered in item which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work.

#### **CLAUSE 13**

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Officer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

#### **CLAUSE 14: With-holding and lien in respect of sums due from contractor**

Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Officer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Officer-in-Charge or the AAI shall be entitled to withhold the security deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Officer-in-Charge or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Officer-in Charge of the AAI or any contracting person through the Officer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Officer-in-Charge or AAI will be kept withheld or retained as such by the Officer-in-Charge or AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Officer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

**CLAUSE 15: Termination of contract on death of contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Officer-in-charge on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

**CLAUSE 16: If relative working in AAI then the contractor not allowed to tender.**

The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of work. 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 of AAI. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage.

**NOTE:** By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

# **SPECIAL CONDITIONS OF CONTRACT**

## **1. GENERAL**

- 1.1 Special Condition of Contract shall be read in conjunction with General Conditions of Contract, scope of work and any other documents forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents in to these separate sections and volume, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intension appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy or variations, prevail.

## **2. COMPLETION SCHEDULE**

- 2.1 The completion period for this work is **24 months (Extendable for one-year (01) subject to satisfactory performance of work and approval of tender accepting authority)** and the work has to be executed as per the defined scope of work.
- 2.2 No additional payment shall be made to the agency for any additional shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by Airport Director or his authorized representative.

## **3. SCOPE OF WORK**

- 3.1 The contractor is required to deploy manpower in the Airport Operations Control Centre (AOCC) at NSCBI Airport, Kolkata for manning (round the clock basis) for the position of
  - a) Arrival Tracker: **01 per shift.**
  - b) Departure Tracker: **01 per shift.**
  - c) Movement Tracker: **01 per shift.**
  - d) Data Analyst: **01 per shift.****04 nos.** of manpower per shift required to be deployed to cover **24x7** operations, thus total requirement of manpower will be **12 nos.** per day plus **2 no.** of additional manpower will be required to cover leave vacancy. **Therefore, total 14 nos. of manpower will be deployed through this contract.**
- 3.2 The agency shall be responsible for the entire operation of Arrival Tracker, Departure Tracker, Movement Tracker and Data Analyst position in AOCC on round the clock basis including adhere to SOPs and

action defined for these positions notified by AAI from time to time.

- 3.3** The engaged manpower should have following criteria
- a)** Candidate must be Indian Citizen
  - b)** Must possess Degree in any discipline from any Recognized/ Deemed University.
  - c)** Should have knowledge of MS office.
  - d)** Should also have knowledge of data entry operations.
  - e)** Should have good communication skill in Bengali, Hindi & English.

**Note:** However, Officer in Charge reserve the rights to relax above-mentioned educational requirement for any staff suitable to office requirements only after taking approval in writing from one rank higher than TS Authority.

- 3.4** Monthly duty roster of the deployed manpower shall be maintained by agency and at no point of time the position of Arrival Tracker, Departure Tracker, Movement Tracker and Data Analyst position should remain unmanned. The shift-wise deployment register, giving name of staff, position of operation to be maintained. The agency will be required to produce monthly deployment sheets duly verified by Officer-in-Charge along with the raised bills.
- 3.5** The firm shall provide backup manpower in case of absentee to ensure 100% attendance.
- 3.6** For any loss or damage to the installation/equipment due to faulty or poor operations, the agency shall be liable for compensation to the extent of damage done.
- 3.7** The system shall be handed over back to AAI in fully serviceable condition on expiry of contract.
- 3.8** The manpower can be increased / decreased and /or redeployed at the discretion of the management at any time.
- 3.9** This contract shall be subject to the exclusive jurisdiction of the High Court of Kolkata, West Bengal.
- 3.10** The agency who will be awarded the contract, has to execute the agreement on a Rs.100.00 (Rupees one hundred only) non-judicial stamp paper, within 15 days of issuing the Work Order.
- 3.11** Contract may be terminated / or closed by giving one month's notice without assigning any reason and no claim what so ever in this regard shall be entertained.

## ANNEXURE - A

**(To be submitted by tenderer / firms/bidders with Bid Documents on their letter head or to be given on Tenderer /Contractor's letter head)**

### UNCONDITIONAL ACCEPTANCE OF AAI'S TENDER CONDITIONS

To  
The Deputy General Manager (Ops-ASM)  
Airports Authority of India  
NSCBI Airport, Kolkata  
West Bengal-700 052.

Date: .....

**Subject: ACCEPTANCE OF AAI'S TENDER CONDITIONS**  
**(Tender ID No.-----)**

Name of the Work: **"Job Contract for operating of Airport Operations Control Centre (AOCC) at NSCBI Airport, Kolkata"**

Sir,

1. I/ We have downloaded / obtained the bid document(s) for the above mentioned 'Tender / Work' from GeM Portal web site (s) namely: <https://gem.gov.in> as per your advertisement given in the above mentioned website (s).
2. I/We hereby certify that I/We have inspected the sites and read the entire terms and conditions of the tender document, corrigendum (s) and reply to query if any made available to me/us which shall form part of the contract agreement and I/We shall abide hereby by the conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality /entirety for the above mentioned work.
4. The contents of Notice Inviting Tender of the Tender Document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its totality /entirety, it is not permissible to upload any additional file or put any remarks/conditions (except unconditional rebate on quoted rates, if any) in the tender uploaded in single pocket /envelope. In case, any condition(s) are found in single pocket i.e. Technical Bid then Price Bid shall not be opened, or if any condition found in Price Bid, the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money.
5. 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 / We will immediately report it to the appropriate authority in AAI.
6. The required earnest money as specified in the NIT for this work has also been submitted and the scan copy of the EMD/Undertaking is attached herewith.
7. I / We certify that all information / documents furnished by our Firms, agency is true & correct and in the event at any stage, any information / documents is found to be incorrect /untrue or found violated, then we shall be liable for debarment from tendering in AAI, without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other right or remedy including the forfeiture of full said earnest money deposit absolutely.

Yours faithfully,

Date:

(Signature of the Tenderer/Bidder, with Official Seal )

**(To be submitted with Bid Documents)**

**AFFIDAVIT FOR PAYMENT OF MINIMUM WAGES**

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 the agency). I state that, in the event of the 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 Central Government/ State Government 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 **Rs. 100/-***

**(To be submitted with Bid Documents)**

**AFFIDAVIT**

I,.....(name),aged.....years,  
S/o.....(name),Proprietor/  
Managing Partner/ Managing Director .....(Name of  
the agency), hereby solemnly affirmed and declare as follows:

1. That I am not debarred / blacklisted by AAI or central / State Govt. Dept. / PSUs / World Bank / ADB etc. and the debarment is not in force as on last date of submission of proposal. My firm understand that in case above is discovered during tendering stage and / or at later stage, my firm shall be liable for restraintment from bidding in AAI, forfeiture of earnest money deposit performance guarantee, security deposit apart from any other appropriate contractual action including debarment / blacklisting, termination of the contract.
2. That I am not facing any action any act with AAI.
3. That I am not having any dues to be paid to AAI (disputed or undisputed).
4. That I am not having established business with AAI in any other company name which has any outstanding dues of AAI.

That the statements made in para 1 to 4 are true to the best of my knowledge and belief.

Signature

Deponent

Place:

Date:

**Note:** This affidavit is to be attested by a First Class Magistrate / Notary Public on Non-judicial stamp paper of **Rs.100.**

## **ANNEXURE-D**

**(To be submitted by bidders with Bid Documents on their letter head or to be given on Tenderer /firms/Contractor's letter head)**

### **Undertaking for Registered under GST and compliance of GST provision**

I/We \_\_\_\_\_(Name of the company/ Firm) hereby undertakes that we are registered under GST and complying the GST provision. In case of non-compliance of GST provisions and blockage of any input credit, I/we shall be responsible to indemnify AAI. I/we hereby undertakes that all the Input Tax Credit (ITC) related to the Invoices raised by us for this work shall be passed to AAI.

**Name & Signature of Contractor / Firm**

**(With official rubber-stamp)**

**Date:**

**Place:**

## **Annexure-E**

**(To be submitted by tenderer /bidders/firms with Bid Documents on their letter head or to be given on Tenderer /Contractor's letter head)**

### **Undertaking for Earnest Money Declaration**

Whereas, I/We..... (Name of the Contractor /Agency) have submitted bid for "Job Contract for operating of Airport Operations Control Centre (AOCC) at NSCBI Airport, Kolkata.

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,  
Or
- (2) If, after the award of work, I/We fail to sign the contract, or to submit performance Guarantee (if applicable) before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

**Name & Signature of the contractor**

**Date:**

**Place:**

**Annexure-F**

**(To be submitted by tenderer /bidders/firms with Bid Documents)**

**CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT**

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year....., the Net Worth of M/s (Name & Registered Address of individual/firm/company), as on (the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date).”

.....

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI

.....

UDIN NO.

.....

Date and Seal

**AIRPORTS AUTHORITY OF INDIA  
NSCBI AIRPORT KOLKATA-700052**

**(This Schedule of Quantity (SOQ) is for reference only),**

**SCHEDULE OF QUANTITIES**

**NAME OF THE WORK: JOB CONTRACT FOR OPERATING OF AIRPORT  
OPERATIONS CONTROL CENTRE (AOCC) AT  
NSCBI AIRPORT, KOLKATA (WEST BENGAL).**

Sl. No.	Item Description	Unit	Quantity	Rate
1	<p>Supply of 14 nos. of highly skilled manpower for Operations of Arrival Tracker, Departure Tracker, Movement Tracker and Data Analyst position in Airport Operations Control Centre (AOCC) at NSCBI Airport Kolkata for a period of 24 months on round the clock basis.</p> <p><b>Note 1:</b> The quoted rate shall be inclusive of all taxes &amp; duties including PF, ESI, Bonus &amp; GST (18%) <b>Note 2:</b> Rate to be quoted for <b>24 months.</b></p>	Each	One job	<p style="text-align: center;">In figure (Rupees.....)</p> <p style="text-align: center;">In Words (Rupees.....)</p>
	Total			

**Name & Signature of the Bidder**

**Date:**