

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA.

Tender Fee:-560/- (Inc. GST)



**AIRPORTS AUTHORITY OF INDIA**

Gaya Airport, Gaya– 823004

**TENDER DOCUMENT**

**TITLE:-JOB CONTRACT FOR DATA PROCESSING IN COMML.&HR DISCIPLINE AT  
GAYA AIRPORT, GAYA**

**TENDER NO:-AAI/GY/COMML./MANPOWER/2018**

**TENDER ID:-2018\_AAI\_10349\_1**

**Last Date of submission of the Tender: 14/05/2018 (18:00 hrs.)**

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

**TENDER DOCUMENT**

<b>NAME OF WORK</b>	<b>JOB CONTRACT FOR DATA PROCESSING IN COMML.&amp;HR DISCIPLINE AT GAYA AIRPORT, GAYA.</b>
<b>Estimated cost</b>	<b>Rs. 4,62,492/- (Rupees Four Lakh Sixty Two Thousand Four Hundred Ninety Two Only) Inclusive of GST @ 18% and Bonus but exclusive of EPF and ESIC etc.</b>
<b>Time Period</b>	<b>Twelve Months (12 Months)</b>
<b>Tender Processing fee</b>	<b>Rs.560/- (Rupees Five Hundred and Sixty Only)</b>
<b>Last date &amp; time for online sale of e-tender document</b>	<b>14.05.2018 upto 18:00 Hrs</b>
<b>Last date and time of e-bid submission</b>	<b>14.05.2018 upto 18:00Hrs</b>
<b>Date of Opening of Technical bid-Cover I</b>	<b>15.05.2018 upto 15:00hrs</b>
<b>Date of Opening of Financial bid-cover II</b>	<b>Will be intimated separately</b>

Prepared By-.....

Checked By-.....

Name-Name-

Designation

Designation

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

**I N D E X**

<b>NAME OF WORK:JOB CONTRACT FOR DATA PROCESSING IN COMML. &amp; HR DISCIPLINE AT GAYA AIRPORT, GAYA.</b>
-----------------------------------------------------------------------------------------------------------

<b>SL NO.</b>	<b>DESCRIPTION</b>		<b>PAGE NO.</b>
01	Cover Page		1-2
02	Index		3
03	Section 1	Notice Inviting e-Tender	4-9
04	Section II	Instruction to Bidders	10-14
05	Section-III	General Conditions of the Contract	15-20
06	Section-IV	Special Conditions of the Contract and Work Schedule	21-24
05	Annexure-I	Item rateTender and contract for work	25
08	Annexure-II	Unconditional acceptance	26
09	Annexure-III	Certificate and declaration (Part I to V)	27-31
10	Annexure-IV	Affidavit	32
11	Arbitration and Laws		33-34
12	Agreement Form		35-38
13	Annexure-V	Penalty	39
14	Check List		40-44
15	Schedule-A	price Bid (BOQ)-Format	45

**Name of work- Job contract for Data Processing (skilled &semi skilled) inComml.& HR Discipline atGayaAirport, Gaya**

**Tender No. - AAI/GY/COMML./MANPOWER/2018**

**Tender ID-**

**Estimated cost of work-Rs.4,62,492/- (Rupees Four Lakh Sixty Two Thousand Four Hundred NinetyTwo Only) Inclusive of GST @ 18% and Bonus but exclusive of EPF and ESIC etc.**

**Earnest money Deposite- Rs.9250/- (RupeeNine Thousand Two Hundred and Fifty Only)**

**I/c (Commercial)  
ForAirport Director  
Gaya Airport, Gaya**

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

**Section-I**

**NOTICE INVITING TENDER**

Sealed Item rate E-tenders are invited by the Airport Director, Airports Authority of India, Gaya Airport on behalf of Chairman, AAI for the work of “**JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.**” at an estimated cost **Rs.5,44,390/- (Rupees Five Lakh Forty Four Thousand Three Hundred Ninety only) inclusive of GST@18%,EPF,ESI and bonus etc for Two (03) persons. The time period of work will be 12 months (Twelve months) from start date of work.**

**1.1 Scope of Tender**

Sr. No.	Name of the Work	Estimated Cost (in rupees)	EMD (in Rupees)	Tender Submission Date	COST OF TENDER fee (in Rupees)
1	<b>JOB CONTRACT FOR DATA PROCESSING IN COMML. &amp; HR DISCIPLINE AT GAYA AIRPORT, GAYA.</b>	<b>4,62,492/- (Inclusive of GST@18% and Bonus etc.</b>	<b>9250/-</b>	<b>14.05.2018 upto 18:00 hrs</b>	<b>560/- (Rs.500/- plus 12% GST)</b>

**1.2** The tendering process is online at e-portal URL address [www.etenders.gov.in](http://www.etenders.gov.in). Aspiring bidders may go through the tender document by login the CPP Portal.

**1.3** Prospective tenderers are advised to get themselves acquainted for e-tendering participation requirements at “instruction for Online Bid Submission”, register themselves at CPP portal, obtain ‘User ID’ & ‘Password’ and go through the ‘self-help files’ available in the home page after login to the CPP portal [www.etenders.gov.in](http://www.etenders.gov.in). They should also obtain Digital Signature Certificate (DSC) which is essentially required for submission of their application.

**1.4** Tender fee of **Rs. 560.00 non-refundable** will required to be paid offline in the form of Demand Draft drawn in favor of Airports Authority of India payable at Gaya. Demand Draft against Tender fee should be posted/couriered/given in person to the concerned officials latest as specified in the Tender Document. 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. Last date and time of the sale of the tender document is **14.05.2018 up to 18:00Hrs.**

**1.5.** EMD of the Value of **Rs. 9250/- (Rupee Nine Thousand Two Hundred and Fifty Only)** shall be accepted offline only in the form of Demand Draft Drawn in favor of “**Airports Authority of India payable at Gaya**” from a nationalized or any scheduled bank (but not from co-operative or Gramin bank). **The original Demand Draft against Tender Fee, EMD & duly stamped and signed hard copy of AAI’s Unconditional Acceptance letter shall reach the O/o- Manager (Engg.-Elect)/I/c (Comml.) Gaya Airport, Gaya-823004, Bihar on or before 15.05.2018 up to 13:00Hrs.**

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

**The bidder who fails to submit the original DD towards Tender Fee, EMD and letter of unconditional acceptance before the stipulated time then their tender shall be rejected out-rightly.**

2. The Bids shall be submitted online only at CPPP website: [www.etenders.gov.in](http://www.etenders.gov.in). Last date & time of Submission of bids (Technical & Financial) is **14.05.2018 up to 18:00 hrs.**

2.1. Tenderer/Contractor are advised to follow the instructions "Instructions to Bidder for Further it may be noted that tenders which are duly submitted on CPP Portal (CPPP) shall only be final.

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.

2.2. 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.

2.3. 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.

2.4. The tender submitted through CPP portal is containing two cover 1) Technical cover 2) Financial cover.

**Cover- I: - Technical Bid cover**

The tenderer shall submit the following required documents in "Technical Bid cover/Folder" in Technical bid/Attachment section of CPP portal-

1. **Signed scanned copy of Unconditional Acceptance of AAI's Tender Conditions.** Unconditional Acceptance of AAI's Tender Conditions (Performa given as **Annexure-II in Page-26 of Tender Document**) to be submitted in "Tender Bid Folder" in technical bid/Attachment section of CPP portal.
2. **Scanned signed copy of tender fee and EMD amount demand draft.**
3. Scanned signed copy of GST registration.
4. Agency specialized in the similar nature of work (Similar nature of work means, providing services for computer operator cum office work and allied service and assistant nature of job (Semi skilled & unskilled) registered with Registrar of Companies/Firms/ Central Govt. /State Govt. as the case may be.
5. **Experience**-Bidders/firms 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 value 40 % of estimated cost or two works, each of value 50% of estimated cost or one work of value 80% of estimated cost in single contract of similar nature of work

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA.

during last seven years ending on **last date (extended date)** of submission of bids in India. In Bidders/firms 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 satisfactorily completion of work. **Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.**

6. **Financial turnover:**-Firm (Bidder) shall have annualized average turnover of at least (30% of estimated cost either in INR or equivalent financial currency) in any of the last three financial years, ending 31st March of previous year as per the practice prevailing in the country of the firm. As a proof of financial turnover, copy of abridged Balance Sheet along with Profit and Loss account of the firm (bidder) for last three years shall be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
7. A self attested scanned copy of the following documents are mandatory and duly attached with tender-
  - A) Permanent Account Number (PAN) no of the company/firm (As applicable)-self attested copy to be attached.
  - B) EPF registration number of the company/Firm (as applicable)-self attested copy to be attached.
  - C) Should have ESI registration number of the company/Firm (as applicable)-self attested copy to be attached.
  - D) Article of Memorandum of Association/Partnership/Proprietorship (as the case may be)-self attested copy to be attached.
  - E) Power of attorney (as the case may be)-self attested copy to be attached.
8. All the agencies willing to participate in this Tender are required to give declaration on Non-Judicial stamp paper of Rs. 100/- duly attested by Notary Public indicating.
  - a) Liability of payment of disputed / undisputed dues to AAI.
  - b) Bidder firm(s) shall submit an undertaking stating its firm or its partners or its director have not been black listed or any case is pending against the firm or any complaint regarding irregularities is pending against the firm by any central governments departments or public sector undertaking of India. Bidder firm(s) not meeting this criterion may not apply.
  - c) That they are not facing action under PPE act with AAI.

**Cover- II: - Financial Bid-**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BOQ format in CPP portal; the same is to be downloaded and filled by all bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found modified by the bidder, the bid will be rejected. **The rates shall be inwholenumbers.The rates shall be written in both figures as well as in words.**

The following shall be the guidelines for online submission of financial bid:

- a)The Financial bid shall be submitted on-line at e-Procurement portal.
- b)It shall be clearly understood and noted that Financial Bid of the tender document is for pricing only. No condition, whatsoever, shall be stipulated in this part.
- c)The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account, except statutory Indian Govt. taxes and levies.
- d)Tenders, 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 are liable to be rejected. If the bidder 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 **forfeit the Earnest Money Deposit/Security Deposit.**

AAI reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it. The documentation submitted by tenderers shall not be returned.

**3. Bids Opening Process is as below: -**

- 3.1 Technical Bid:** - Containing documents (uploaded by the contractors/firms) shall be opened on **15.05.2018 at 15:00 Hrs.** The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors/firms through CPP portal only.

If any clarification is needed from the bidder about the deficiency in hisuploadeddocuments in Technical Bid, the bidder 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.

- 3.2 Financial Bid:** - The financial bids of the contractors/ firms found to be meeting the qualifying requirements shall be opened on date mentioned later depending on Technical Bid Evaluation shall be intimated through CPP portal.

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 BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should

**JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.**

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.

- 3.3** If EMD and unconditional acceptance letter of any bidders are not meeting the AAI's tender Conditions then their e-bid response will be summarily rejected.
- 3.4** AAI reserves the right to disallow issue of tender documents to working agencies whose performances at ongoing project(s) is below par and usually poor and has been issued letter or restrain/ temporary/ permanent debar by any department of AAI. AAI reserves the right to verify the credentials submitted by the agency at any stage (before or after the award of work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAI shall take the following action:
- a) Forfeit the entire amount of EMD submitted by the firm.
  - b) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual/ legal action.
- 3.5** Consortium / JV Companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 3.6** If the entity participating in any of the tenders is a private or public limited company, partnership firm or proprietary firm and any of the Directors/ Partners/ Proprietor of such company is also a director of any other company or partner of a concern or a sole Proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.

**4.**The critical dates for this tender are as given below.

Sr. No.	Activity	Date		Time in IST
		From	To	
i.	Download of Tender Document from CPP portal/sale of tender document	03.05.2018	14.05.2018	1800 Hours
ii.	Submission of clarifications by bidders through CPP portal	03.05.2018	10.05.2018	1500 Hours
iii.	Date of upload of response	-	11.05.2018	1800 Hours
iv.	Start and last date of submission of tender	03.05.2018	14.05.2018	1800 Hours
v.	Opening of Technical Bids	-	15.05.2018	1500 Hours
vi.	Opening of Financial Bid	-	To be Intimated later	

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA.

**Contact details:**

1) I/c (Comml.)

E-mail: [shridhar@aai.aero](mailto:shridhar@aai.aero)

Phone no.: 0631-2210244, 0631-2210501, Extension No.-2238

Fax no. 0631-2210244

I/c (Commercial)  
AAI, Gaya Airport, Gaya  
For and on behalf of Chairman, AAI

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

Section-II

**INSTRUCTIONS TO BIDDERS**

**A. INTRODUCTION**

**1. DEFINITIONS**

- 1.1 "AAI / The Buyer" means the Airports Authority of India.
- 1.2 "The Bidder / Vendor" means the individual or firm who participates in this tender and submits its bid.
- 1.3 "Project Leader AAI" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.
- 1.4 "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- 1.5 "The Works Order" means the order placed for the **Job contract for Data Processing (skilled&semi skilled) in Comml.&HR at Gaya Airport, Gaya** by the Buyer on the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6 The "Contract" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between AAI and the Contractor together with the documents referred to therein including these conditions with appendices and any special Conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
- 1.7 "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance of its contractual obligations.
- 1.8 "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.
- 1.9 COST OF BIDDING the Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**B. 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.

## JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

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 page.

- 1) Bidders are required to enrol 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.  
As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.

### C. **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.

### D. **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

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA.

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.

**E. 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 coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

- 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.

F. **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk
- 3) **For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002**

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

**Tel:** 0120-4200462, 0120-4001002.

**Mobile:** 91 8826246593

**E-Mail:** [support-eproc@nic.in](mailto:support-eproc@nic.in)

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

G. **In case of any issues faced, the escalation matrix is as mentioned below :**

SL. No.	Support Person	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	<b>01124632950, Ext-3512 (Six Lines)</b>	0800-2000 Hrs. (MON - SAT)
2.	Jr. Exe.(IT)	After 4 Hours of Issue	<a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	<b>01124632950, Ext-3505</b>	0930-1800 Hrs. (MON-FRI)
3.	AGM (IT)	After 12 Hours	<a href="mailto:snita@aai.aero">snita@aai.aero</a>	<b>01124632950, Ext-3523</b>	0930-1800 Hrs. (MON-FRI)
4.	Jt. General Manager (IT)	After 24 Hours	---	<b>011-24651507</b>	0930-1800 Hrs. (MON-FRI)
5.	General Manager (IT)	After 03 Days	<a href="mailto:gmitchq@aai.aero">gmitchq@aai.aero</a>	<b>01124657900</b>	0930-1800 Hrs. (MON-FRI)

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

H. The above mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. **For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.**

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA.

**Section-III**

**GENERAL CONDITIONS OF CONTRACT**

1. The work in general shall be carried out to the satisfaction of AAI.
2. The contractor shall take sole responsibility of contractual persons provided by him.
3. As the site of the work is in the restricted area, the contractor is required to obtain Airport Entry Pass (AEP) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through AAI. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable / enforced from time to time shall be complied with at no extra cost. No claim whatsoever on this shall be allowed. Incidental expenses incurred towards PIC shall be borne by the contractor.
4. Payment should be made to the Bank Account of respective contractual persons in Indian currency only for the executed work and a receipt of the same should be submitted along with the Bill. ***The contractor should also comply with rule of minimum wages as per state government rule to his employees.***
5. EPF and ESI for individual contractual persons should be deposited in concerned department and receipt of the same should be submitted along with the Bill.
6. The Contractor shall deploy the contractual persons for 26 days per month compulsory. The contractual persons shall be called including Sundays and Holidays as or when required.
7. If at any time the work of conduct of any worker is found unsatisfactory by AAI, such persons shall be removed by the Contractor immediately with suitable substitute.
8. The Contractor shall attend to any complaints received in connection with the contractual persons immediately. Any failure will attract penalty.
9. **UNIFORMS:** The Contractor shall provide uniform with company name and logo (if any) to the staff to be employed by him, as per the pattern and design approved by Airports Authority of India for easy identification in operational area.
10. The In-Charge(Comml.) or an officer nominated by Airports Authority of India shall be authorized to discuss with the Supervisor of the Contractor/Contractor at the premises of Airports Authority of India for any failure of service or any ancillary issue relating to this work. Similarly, the authorized supervisor of the Contractor when required shall be required to submit details of the work executed and other matters concerning the above work to the In-Charge(Comml.) or to the officer nominated by Airports Authority of India.
11. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.
12. That for carrying out the said activity the contractor shall be paid per month. The contractor is required to submit his bill on or before 15<sup>th</sup> of each successive quarter and after verification his bill shall be cleared by the AAI authorities.
13. That except the amount of contract mentioned, the Contractor shall not be entitled to

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA.

14. any other consideration or remuneration or allowances or benefits in cash or in kind for the services provided by the Contractor.
15. AAI will have the right to recover the damages/losses at its discretion, terminate the contract in part or full in the event of non-performance, non-fulfillment of contractual terms or breach of contract, namely but not limited to :
  - a) If the contractor fails or neglects to execute the work and/or,
  - b) Non-fulfillment of any of the terms and conditions of the contract.
15. If the contractor does not deploy adequate manpower for the services stipulated under the contract, AAI will have the right to employ people from any alternate source and recover the extra cost incurred from any of contractor's bill/s or Security Deposit. AAI reserves the right to terminate the contract by issuing a written notice period of 30 days without assigning any reasons and without payment of compensation. The decision of AAI in this regard, shall be final and binding to the contractor.
16. The contractor is not appointed as an exclusive party for this job and AAI reserves the right to appoint one or more agencies.
17. The Contractor performing the covenants herein contained and on his part to be performed, shall and may peaceably possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said terms, without any lawful interruption from or by the Authority or any person claiming under the Authority.
18. **The AAI and contractor shall have the right to terminate the contract with a written notice of thirty (30) days. Such notices shall be served by registered post or by hand, at the respective address. Notwithstanding to the above, the contractor shall continue to provide the services required in the contract for further 90 days or till new tender is awarded, whichever is earlier.**
19. Any notice required to be served on the Contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
20. The period of notice given under this agreement will count from the date of receipt of notice by either side.
21. Subject as hereinbefore otherwise provided all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director or any other officer for the time being authorized by or entrusted with functions, duties and powers of the Airport Director in respect of Airport under his charge.
22. The Contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this licence or any part thereof, nor shall he, witness such written consent as aforesaid or transfer this contract or any part thereof.
23. The Contractor shall comply with the requirements of all standard Health Clauses including those given below :-

The Contractor shall notify to Airport Director whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA.

Airport Director may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary. The expense towards medical examination has to be borne by the contractor.

24. The Contractor shall employ only such worker as shall have good character and be well behaved and skillful in their business. He shall furnish the Authority in writing with the names, photographs (3 copies), parentage, age, residence and specimen signature or thumb impression of all servants who he proposes to employ. The workers employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry and exit from the premises. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.
25. The Contractor will during the continuance of this contract insure against any claims for workmen compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid policies in respect thereof and the receipts from time to time for current premium. **He shall pay employees at least minimum wages etc.**, as prescribed by Central / State Government from time to time.
26. In the case of such breach of terms of this contract as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement may not be terminated, the Authority may at its discretion recover compensation from the Contractor up to the limit of security deposit of the contract. The decision of the Authority in this respect will be final and binding on the Contractor.
- 27. The Contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of AAI, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum and sums which man with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.**
28. The contractor shall be responsible for all matters arising out of the performance of the contract and shall comply and adhere to, at their expense with all laws/act/ enactment / orders / regulations / statutory obligations, whatsoever of the Government of India / State Government / Local Self Government, any statutory or non-statutory authority. The contractor shall indemnify and keep indemnified and save AAI harmless against all liabilities in this respect. The contractor shall be fully responsible for the work, conduct, supervision and control of all their own personnel and AAI shall in no way be held liable and responsible for supervision, control, etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over contract awarded to them and the persons engaged for the purpose under this contract, the contractor shall be responsible and liable under the provisions of civil and criminal Lawsetc for their work, behavior and Industrial Relation problems and AAI shall have no responsibility whatsoever on this account.
29. In the event of any breach of the terms and conditions and duties to be performed by the

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA.

Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all times during the continuance of this contract, be the above said sum. On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to him without interest.

30. If the Contractor shall at any time fail or neglect to perform and observe any of the terms and conditions and covenants herein contained and on his part to be observed and performed or in the event of his being adjudged insolvent or any order appointing a Receiver is made under the Insolvency Act against him, then and in any such case, the Authority may without prejudice to other rights and remedies by giving fifteen days notice in writing to the contractor terminate this agreement and the contractor shall upon such determination peacefully give up the contract and make over vacant possession of any premises made over to him for carrying on his business/service without any right to compensation whatsoever and thereupon this agreement shall absolutely determine without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach of terms, conditions and covenants by him.
31. **TERMINATION:** This contract may be terminated by the Authority by giving one calendar month's (30 days) notice in writing given at any time without assigning any reason.
32. If the Contractor is an individual or a proprietary concern and the individual or proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without AAI being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation AAI shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.
33. **That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arises then Contractor shall be liable to borne for the expenses and result of such litigation.**
34. During execution of work or assistance in maintenance work, if any mishapening caused by rain, flood or any other natural calamity or natural disaster, the contractor is sole responsible for their workers.
35. **PAYMENTS:** Monthly running payments will be made in the following month after deducting Security Deposit @ 10%, IT, Cess including recoveries, penalties, etc which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of one month with all supporting documents such as ESIC, PF receipt and proof of payment salary to deployed persons issued by bank as required.

36. **The rates quoted are deemed to be inclusive of GST and Contractor need to submit**  
TENDER NO. AAI/GY/COMML./MANPOWER/2017/PAGE 18 Of 45

Signature & Seal of Tenderer

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA.

**documentary evidence in respect of deposit of GST.**

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

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

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

c)The contractor by 15<sup>th</sup> of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPF in respect of Workers engaged in contract work for the previous month.

d)The rate is inclusive of GST but exclusive of EPF, ESI. **The Re-imbursment of EPF, ESI will be made to the Agency after production of original receipt of taxes EPF and ESI, of employees.**

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

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

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

If after submission of the tender, the minimum wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in statutory taxes). Authority shall in respect of labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of wages of labour on the coming into force of such law, statutory rule or Order. This will be applicable for the contract period including the justified extended period.

**Reimbursment or recovery of difference of wages amount, due to revision of labour rates, shall be made without any over head and profit thereof after submission of proof of payment to the Labour.**

Officer-in-charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices minimum wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such minimum wages of labour, give notice there of to the Officer-in-charge stating that the same is given pursuant to this condition together with all information relating there to which he may be in position to supply.

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA.

For this purpose, only labour component engaged for the work executed during period under consideration shall be considered. The component of labour engaged against work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled/Semiskilled/Skilled worker, fixed under any law, statutory rule or order.

39. **The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7<sup>th</sup> of the subsequent month.** The monthly wages payment due to the worker should be remitted directly to the workers bank account and not to be paid in any other mode, the contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc arising out of the disputes relating to the dues and employment of personnel deployed by him.
40. The contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his/her employees and keep AAI indemnified from any compensation/liability.
41. AAI will not be responsible for any injury sustained by contractor's workers during the performance of their duties and also any damages or compensation due to any dispute between him/her and his/her workers. All the persons employed shall be insured. The contractor shall comply with all provisions of Labour Acts/Enactments hitherto in force or enacted from time to time during execution of this contract and contractor shall be responsible for all liabilities arising out of these provisions. Furthermore, the contractor shall be responsible for payment of compensation, insurance etc if any, in respect of his/her employees.
42. **In addition to the minimum wages contractor is also liable to pay bonus @ 8.33% per year to the Workers.**
43. On commencement of the contract, the contractor shall continue to have valid ESI, PF code number till conclusion of the contract. AAI reserves the right to withhold any payment, if ESI and PF contribution are not paid by the contractor and proof to that effect have not been produced regularly by the contractor. Non production of PF and ESI challans of monthly subscription before its due date but not later than 20<sup>th</sup> of every month by the contractor, shall be liable for action against the contractor and also suitable penalty shall be levied by the Execution Department as deemed fit.
44. **The number of required manpower may increase or decrease as per requirement and payment shall be made on pro rata basis.**

\*\*\*\*\*

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

**Section-IV**

**SPECIAL CONDITIONS OF THE CONTRACT & WORK SCHEDULE**

The personnel engaged by the contractor shall be of unblemished character and antecedents, below 40 years of age and physically fit to carry out the work at the airport.

**AAI has defined the work procedures on Conservancy& Up - keeping of Commercial/HR related work.**The Contractor shall be responsible to provide the manpower for implementation of these work schedules as per pre-defined periodicity & procedures.

**The duties and responsibilities of contractual persons are as follow-**

**1) Computer operator- one (Skilled)**

- a. Computer related all types of works in Commercial Section i.e data entry and updating records, letter typing, mail checking and reply, Office filemanagementwork, Up-keeping and maintaining office records.
- b. The Computer operator should have basic knowledge of computer i.e. Internet, Microsoft office, operating system, printring, scanning, webcam and have good typing skill etc.

**2) Helper- One (Semi skilled)**

- a. To assist in HR related office work.
- b. Cleaning /dusting work of all UPS attached with different equipments.
- c. Despatching of Daily Dak.
- d. Maintaining of files.
- e. Assisting in HR related works.

**PARTICULARS / SPECIFICATIONS:**

1. The contract will be only for **one year (Twelve months)** from the date of taking over job and nobody can claim for permanent work in AAI by any means.
2. Care will be taken by the Contract persons/workers to protect all Files belonging to AAI COMMERCIAL/HR discipline.
3. The Timings of duties will be **09:30 IST to 17:30 IST** and may be amended as and when required by AAI from time to time.
4. The Firm/Contractor shall be responsible to ensure the availability **of one Skilled and One Semi-skilled persons (6 days in week).**
5. The manpower deployed will be as per the Existing Rule/Rate structure laid by Central/State Labour and Employment Department(Ministry of Labour& Employment).
6. The Contractor shall be responsible for meeting the requirement of labour Regulations / Registration, Local Laws / Bye-Laws, making insurance for the Employees deployed by him.
7. The contractor/bidder/tenderer has to produce PF & ESIC certificate every month along with bill to the effect that PF &ESIC has been deposited with appropriate Authority in

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

respect of personnel engaged by him. All the payment is to be made by A/C payee cheque/RTGS Only.

8. The Contractor has to issue his Company Employee's Identity Card with their photos and shall also maintain relevant register.
9. **The contractor has to provide his company identity uniforms to worker deployed for this work. The uniform shall be clean and ironed. The contractor has to provide two (02) nos. of uniform for a year and should ensure that their employees wear the during working hours.**
10. The contractor has to provide one (01) set of shoes/year to all employees deployed by him.
11. The Contractor shall give leave/holidays to his workmen as per the provisions of labour laws applicable.
12. The Contractor would comply with all applicable laws and maintain all such necessary records as necessitated under such enactments.
13. The Skilled Manpower should have the qualification of Diplome/Graduate or equivalent.
14. The Semi-skilled Manpower should have qualification of 10/12<sup>th</sup> pass or equivalent degree from a recognized Institute.

The job contract activity is inside the Gaya Airport office premises (Terminal Building) at Gaya Airport, Gaya. Hence the **successful tenderer has to follow the security requirements on day to day working.**

**SPECIAL CONDITIONS:**

1. **Rates:** The rate to be paid to skilled, Semi-skilled & Un-skilled labourers will be as per the existing rate laid down by Central/State labour and Employment Department i.e. **Rs. 522.00 to skilled labour** and **Rs. 433.00 to semi-skilled labours** (As per Latest Circular of O/o the Chief Labour Commissioner (Central), **New Delhi vide their circular no. F.No.1/13(3)/2017-LS-II dtd. 06.10.2017 for - Area C** with **P.F** contribution @ of **13.61 %** of daily wages, **E.S.I.C** contribution @ of **4.75%** of daily wages and **Bonus @ 8.33%** of daily wages and **as per time to time rule framed by Ministry of Labour and Employment.**
  - **Further the payment shall also be made by the Authority to the agency/contractor for Supervision Charges & also to pay revised wages to deployed manpower, towards rate revision /increase in wages if, any from the Ministry of Labour and Employment.**
  - The rate is inclusive of GST. The Re-imburement will be made to the Agency after producing original receipt of EPF and ESI of employees of the contractor. Percentage of Contractor profit/Supervision Charges will remain same throughout the year and which will be calculated from price quoted by contractor in price bid (BOQ) of E-Tender (Cover-II).

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

2. **Completion Period** : The completion period of the Contract is **12 Months(01 year)** and which shall be extended further for not more than Three months (on same Terms and Conditions), if required by AAI, on the satisfaction of the work carried out during actual contract period.
3. **Airport Entry Passes**: Issuance of AEP is the responsibility of the AAI. The same will depend upon the Back Ground Verification Certificate produce by the Contractor after verification of the antecedents of the individual by the competent authority. However a Temporary Pass for a Period not exceeding 15 days or as per AAI guidelines will be issued to facilitate entry to the work place. The Contractor shall be **responsible** for the above process and also the misuse, if any, of the passes issued.
4. **Compliance of the provisions of statutory requirements**: The Contractor shall comply with all necessary Central / State Government / labour related Rules and Regulations of the Contract and the Contractor shall be responsible to maintain all requisite Documents for reference to Statutory Authorities and AAI as and when asked for. Any expenditure in compliance with the statutory requirements related to the Contract shall be borne by the contractor itself.
5. **Precedence of Conditions of Contract** : These conditions of the Contract shall be read in conjunction with tender document issued together i.e. the amendments, corrections, enclosures, etc., along with the Tender Document and the provision of these conditions shall take precedence over the general conditions.
6. **Safety Measures and Responsibilities**: It shall be the responsibility of the Contractor that all necessary safety measures and precautions are invariably ensured while performing the Contract Work and AAI shall not be responsible for any injuries/accidents suffered by Contact Labourers during their assigned works.
7. **Payments Terms**: The payment will be made by 15<sup>th</sup> of each month to the Contractor. The Contractor has to submit his bill immediately on completion of the month, citing the WorkAward Number and the split details of the Salary Claimed.
  - f)The contractor/bidder/tenderer has to produce PF & ESIC certificate every month along with bill to the effect that PF &ESIC has been deposited with appropriate Authority in respect of personnel engaged by him.
  - g) All the payment is to be made by A/C payee cheque/RTGS Only and the proof of same is to be submitted to this office.
8. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Competent Authority shall be entitled to recover such sum by appropriating in part or whole, the Security Deposit of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with **AAI**. If the sum is not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent Authority on demand the balance remaining dues.
9. **Compensation obtaining license before commencement of work**:The contractor shall obtain a valid labour license or submit supporting document as per requirement under the

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

contract labour(R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

**COMMERCIAL SPECIFICATION**

1. The works awarded by these specifications shall be treated as individual job Works Contract.
2. **The price quoted shall be firm and including of Minimum wages, Bonus, (Supervisory Charges or Service Charges ) and Goods & Services Tax(GST) for the Contract periods.**
  - **It is mandatory that the contractor should pay to the labourers the revised wages, as notified by the Regional Labour Commissioner (Central) time to time.**
3. No advance payment shall be made to the Contractor. However, monthly payment shall be made by AAI. **Security Deposit shall be released after Six (06) months from the date of expiry of the Contract without any interest.**
4. **The Contractor shall be responsible for the following points during the Contract Period:**
  - a) The Contractor will be bound by the Labour Laws, Industrial Rules and the Contract Labour (Regulations and Abolition) Act 1970 with up to date amendments.
  - b) The contractor will be bound by the minimum wage act 1948 with time to time amendment.
  - c) The contractor will be bound by ESI Act 1948 and time to time amendments.
  - d) The minimum rates of the wages for the contractor's workers shall be payable as per the notification of the Regional Labour Commissioner (Central) time to time.
  - e) Maintaining of all the Records of the Workers deployed for the works as per Contract Labour (Regulation and Abolition) Act 1970.
  - f) The payment to the Workmen engaged by the Contractor has to be paid on or before **7<sup>th</sup> of every month.**
  - g) The Contractor has to maintain the Wage Register for his Employees/Workers and has to be produced for verification to the Principal Employer (AAI) as and when require

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

**Annexure-I**

**Airports Authority of India**

Item Rate Tender & Contract for Work

**Tender for the work of “Job contract for Data Processing in Comml. & HR Discipline at Gaya Airport, Gaya”.**

**TENDER**

I/We have read and examined the notice inviting tender, Specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, annexures & 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 Tender, viz. schedule of quantities and in accordance in all respects with the Rules and Directions and Guideline to Tenderer, GCC, SCC, the Conditions of contract and with such materials 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 financial bid and not to make any modifications in its terms and conditions.

A sum of **Rs.9250/- (Rupee Nine Thousand Two Hundred and Fifty Only)** is hereby forwarded an earnest money deposit offline in form of demand draft. 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, bear liberty to forfeit the said earnest money absolutely, otherwise the said earnest money shall be retained by AAI towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to the rein and to carry out such deviations as may be ordered, upto maximum period 90 days. Further, I/We agree that in case of forfeiture of earnest money or both **Earnest Money & Performance Guarantee**s aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

“I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of AAI, then I/we shall be debarred for tendering in AAI in future forever. Also, if such violation comes to the notice of AAI before date of start of work, the Officer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit.

I/We here by declare that, I/We shall treat the tender documents 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.

Signature of the Contractor

Postal Address

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

**Annexure-II**

**(UNCONDITIONAL ACCEPTANCE LETTER)**

Date:

The Airport Director,  
AAI, Gaya Airport,  
Gaya

**Name of work: "Job contract for Data Processing (skilled & semi skilled) in Comml. & HR discipline at Gaya Airport, Gaya".**

**Tender no:-AAI/GY/COMML./MANPOWER/2018/  
Tender ID-**

**Sub: Acceptance of AAI terms and conditions**

Sir,

1. The tender document for the above work have been sold to me/us by Airports Authority of India and I/We here by certify that I/We have read the entire terms and conditions of the tender documents made available to me/us in the office of I/c (Comml., AAI, Gaya Airport, Gaya which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained there in.
2. I/We here by unconditionally accept(s) the tender conditions of AAI's tender documents entirely for the above work.
3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebates on quoted rates if any) in the tender uploaded and the same has been followed in the present case. In case any provisions of this tender are found violated after opening the tenders. I / we agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said EMD absolutely
4. That, I/We declare that I/We have not paid and will not pay any bribe to any officer 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 as specified in section-I para 1.5 of Tender Documents for this work has already been submitted.

Yours faithfully,

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

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

**Annexure-III**

**PART-I**

**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

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

**PART-II**

**CERTIFICATE**

**(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)**

“I ..... (Authorized signatory) hereby declare that the tender document submitted has been downloaded from the website “<http://etenders.gov.in/eprocure/app> “and no addition / deletion / correction has been made in the performa downloaded. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD.

Place:

Date:

Signature of tenderer/AuthorizedSignatory

Name of the Tenderer.....

**Seal of the Tenderer**

---

**DECLARATION**

**(FOR EPF & Misc Provisions Act 1952)**

I ..... (Name of the contractor/agency) hereby declare compliance towards conditions of the EPF and Misc provisions Act 1952 and authorize **AAI** to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place: Signature of tenderer/Authorized Signatory

Date:

Name of the Tenderer.....

Seal of the Tenderer

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA

**PART-IV**

**CERTIFICATE**

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING**

I / We Proprietor / Partner (s) / Director (s) of M/s ..... Hereby declare that the firm/company namely M/s ..... Has not been blacklisted or debarred in the past by **AAI** or any other Government organization/PSU from taking part in Government/PSU tenders.

**Or**

I / We Proprietor / Partner (s) / Director (s) of M/s ..... hereby declare that the firm/company namely M/s..... was blacklisted or debarred by **AAI**, or any other Government organization/PSU from taking part in Government/PSU tenders for a period of ..... yearsw.e.f. .... The period is over on..... And now the firm/company is entitled to take part in Government/PSU tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o The Airport Director, AAI, Gaya Airport, Gaya and EMD/SDshall be forfeited.

In addition to the above O/o The Airport Director, AAI, Gaya Airport, Gaya will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Name & address of the firm: .....

Dated: .....

**In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors.**

**Undertaking of GST Registration**

1. I / We /Proprietor/ Partner(s)/ Director(s) of M/s -----, hereby Declare that I /We have registered under GST and Compliant of GST provisions.
2. In case of non compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
3. Service provided by us will attract GST@.....% under HSN/SAC code (.....). In addition to the price quoted in financial bid.

Signature.....

Name.....

Name & address of the firm: .....

Seal of the firm.....

Dated: .....

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA

**Annexure-IV**

**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.

Place:

Date:

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

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

**ARBITRATION AND LAWS**

**Arbitration:**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design and instruction here- in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing what so ever, in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders or these conditions or other wise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment there of shall be dealt with as mentioned here in after:

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

- (i) If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the work, whether during the execution of the work or after their completion and whether before or after the repudiation or termination of the contract including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the engineer; the matter in dispute shall be in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the RED-ER, AAI.
- (ii) DRC thus, constituted may act as “conciliator” and will be guided by principle of conciliation” as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligation of parties, usage to trade concern and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn out and signed by the parties. DRC will authenticate the settlement Agreement and furnish a copy to each party.
- (iii) DRC will give its’ report within 45 days of its constitution.
- (iv) It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence.

It is also a term of contract that if the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

- (v) **Adjudication through Arbitration:** - Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the RED-ER, AAI. If the arbitrator so appointed is unable or unwilling to act or signs his appointment or vacates his office due to any reason what so ever, another so appointed 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) day so receiving the decision/award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waived and absolutely barred and the AAI

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

shall be discharged and released of all liabilities under the contract in respect of these claims.

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

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

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment the re of and the rules made the reunder 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 a rereferred to him by the appointing authority and giveseparate 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 thereference 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 who mandin what manner, such costs or any part there of shall be paid and fix or settle the amount of costs to be so paid.

**Laws governing the Contract:**

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

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

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

**AGREEMENT FORM**

**“Job contract for Data Processing in Comml. &HR discipline at Gaya Airport, Gaya”.**

ARTICLES of agreement made at Gaya Airportythis \_\_\_\_\_ day \_\_\_\_\_ of 2018 BETWEEN Airports Authority of India a body corporate constituted by the Central Government under the Airports Authority of India Act (55 of 1994)and having its offices at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi-110003 and at Civil Aerodrome, Gaya hereinafter referred to as the ‘Authority’ which term shall include its Chairman, Director or Controller of Aerodrome/Communications and other Officers, Successors and assigns of the one part AND \_\_\_\_\_ S/o \_\_\_\_\_ carrying

On business in the name and style of \_\_\_\_\_ having its Principal Office at \_\_\_\_\_ of the other part hereinafter referred to as ‘Contractor’ which shall include his heirs and representatives.

NOW WHEREAS THE Authority is desirous of award of contract for “Job contract for skilled and Semi Skilled persons in Commercial and HR at Gaya Airport, Gaya”. AND WHEREAS Contractor and the Authority hereby mutually agree to the following terms and conditions of this agreement

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

1. The Contractor hereby agrees to render to the Authority the said services as specified in the Form of Tender, Agreement and its Annexure and same shall form part and parcel to this present agreement.
2. This agreement shall be deemed to commence from \_\_\_\_\_ and shall continue to be in force until \_\_\_\_\_ or earlier as determined by the Authority by giving to the Contractor one calendar Month’s written notice of its intention to terminate the same without assigning any reasons.
3. In consideration of the contractor performing the said services, the Authority shall pay the contractor before the 15<sup>th</sup> of every month on submission of the bill by the contractor. The contractor shall not be entitled nor be reimbursed any amounts then as agreed in the said clauses expect on mutual written understanding as per exigencies of work.
4. The Authority shall allow the Contractor, his agents, representatives to enter into the said premises for the purpose of rendering the said services for the authority. The Contractor hereby agrees and undertakes to make good any loss or damage caused to the premises and property by his agents, representatives or employees while rendering the said services.
5. The contractor hereby agrees to employ his own work force required for the purpose of executing the present job contract
6. The Contractor has agreed to comply with all the applicable statutes and shall indemnify the Authority against any and all claims/liabilities/litigations arising due to the present job contract and liabilities arising due to the present arrangement even after cessation of the present arrangement.

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

7. The authority will not be responsible for any injury sustained by Contractor's workers during the performance of their duties and also for any damages or compensation due to any dispute between him and his workers. To comply with all liabilities arising out of any provision of labour Acts / Enactments hitherto in force or enacted from time to time during the execution of this contract, shall be the responsibility of the contractor. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Furthermore, the contractor shall be responsible for the payment of compensation, insurance etc., if any, in respect of his employment.
8. It has been mutually agreed that the present arrangement shall be terminated by either parties by giving one (01) months notice of such desire in writing, no such notice or notice period would be required to be given to the Contractor in case of contravention of any clauses or services by him or his personnel. The decision of Authority in this regard shall be final and binding.
9. Security deposit @ 10% of gross value of the bill will be deducted from the monthly bills and the same will be refunded to the contractor after one month from the certified date of completion of the contract. No interest shall be payable by the Authority on the amount of Security Deposit so held. The Authority reserves the right to forfeit fully or partly Security Deposit in the event of failure on the part of the contractor to execute the contract or observation of all or any of the terms and conditions. The decision of AAI in this regard shall be final and binding.
10. The contractor agrees to undertake the additional jobs other than those specified in the said schedule on the Authority paying such additional charges as may be mutually agreed to between the parties.
11. The contractor agrees to insure the persons deployed against any damage to persons or property due to the commission or omission of any act by the contractor or any person deployed by him by taking insurance policy. A copy of the insurance policy shall be submitted to AAI within one month from date of commencement of work.
12. The contractor undertakes to carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards the nature of service or as regards the personnel doing the same, the Authority shall intimate to the Contractor who shall attend to the complaints promptly.
14. The contractor shall employ only such workmen who shall have good character and be well behaved and skillful in their work. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen of signature or thumb impression of all workmen who he proposes to employ for the purpose of this agreement before they are so employed. The contractor shall also have the character and antecedents of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.
15. The contractor agrees to obtain at his own cost necessary licence etc. from the O/o. the Regional Labour Commissioner (C) of concerned location as required under contract labour (R&A) Act 1970 and shall produce the same before commencement of the work. The contractor shall also obtain such licence etc. at his cost under the various laws from time to time for performing the necessary job and get the same renewed before expiry and AAI does not take any liabilities whatsoever on this account. In case of non renewal of any statutory licences the contractor shall be solely responsible for the consequences and it shall further lead to automatic termination of this arrangement.

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

16. The payment to the workman engaged by the contractor has to be made on 15<sup>th</sup> of every month. The wage register will be counter signed by representative of AAI with the remarks. "Certified that the amount shown in the column no. \_\_\_ has been paid to the workmen concerned through Cheque/RTGS/NEFT on .The agency required to ensure that cheques should be realized on or before 15<sup>th</sup> of each month.
17. The contractor's employee shall have no right whatsoever to claim any employment in AAI & the benefits arising there from & they shall be the contractor's employees for all purposes at all the time. Before deploying any personnel the contractor shall submit an Undertaking from his personnel so deployed that they will not seek employment in AAI. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arises then Contractor shall be liable to borne for the expenses and result of such litigation.
18. The contractor will produce PF/ESI certificate every month along with bill to the effect that PF/ESI has been deposited with appropriate authority in respect of personnel engaged by him.
20. The bill produce by the contractor shall clearly indicate GST tax percentages separately and GST shall be paid to firm for any taxable supply/services against a valid tax invoice with GST registration number, and also provide details of Tax type (SAC/HSN codes) for said service.
21. The contractor has gone through the general conditions of contract, forming part to this agreement and the same are accepted by the contractor in totality for the execution of the contract awarded to the contractor
22. The Contractor agrees to provide at least two (02) uniform/one (01) shoes per year to the staff to be employed by the contractor as per the pattern and design approved by the Airports Authority of India.
23. The decision of the Authority with regard to any dispute arising out of this contract shall be final.
24. This contract or benefits and obligations arising out of this contract shall be strictly personal to the contractor and shall not on any account be assignable or transferable except with the consent in writing of the Airports Authority of India.
25. The complete tender document consisting of e-NIT, Instruction, General conditions, Special and particular conditions, Tender form and work order shall constitute as the part of this agreement.
26. This contract is applicable for a period of 12 months with a provision to extend for another period of 12 months (one year) at same rates, terms & conditions, if mutually agreed by both the parties.

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

IN WITNESS WHEREOF, the parties through their duly authorized representative have executed these present (execution whereof has been approved by the Compter Authority of both the parties) at the day, month and year first above mentioned at Gaya.

SIGNED FOR AND ON BEHALF OF

.....  
.....  
.....  
.....

SIGNED FOR AND ON BEHALF  
CHAIRMAN

Airports Authority of India

**WITNESS:**

1.

2.

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

**(Annexure-V)**

**PENALTY**

The following additional Penalties will be imposed on the Contractor for not deploying the Manpower as per plan/chart, non-wearing of Uniform/shoes etc.:-

<b>S.NO.</b>	<b>Description</b>	<b>Unit</b>	<b>Penalty (In Rs.)</b>
1	Not wearing proper uniform	Each per day	100
2	Damage to AAI property	Per occasion	Actual cost of damage plus 500

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

**CHECK LIST FORMAT TO BE SUBMITTED BY APPLICANTS IN COVER-I**

**NAME OF WORK: “Job contract for Data Processing in Comml. &HR discipline at Gaya  
Airport, Gaya”.**

1	2	3	4
<b>Sr. No.</b>	<b>Qualifying criterion/parameter/ supportive document</b>	<b>Supporting Document must have the following salient information which AAI would like to note</b>	<b>Reference to the documents submitted in support of Column 3</b>
<b>1.</b>	<b>General</b>		
1.1	Name and address of the firm /contractor		Copy enclosed : YES/NO
	Telephone, Fax, Email		
1.2	Authorized Signatory ( name & Designation)		
<b>2.</b>	<b>Cover– I:- Shall contain scanned copy as follow- Ref. to Performa with tender documents</b>		
2.1	Details of tender fee	Scanned copy of Demand Draft	Copy enclosed : YES/NO
2.2	Details of EMD	Scanned copy of Demand Draft	Copy enclosed : YES/NO
2.3	Unconditional acceptance letter	Annexure -II	Copy enclosed : YES/NO
2.4	Authorization letter/ power of attorney	Document to be enclosed as case may	Copy enclosed : YES/NO
2.5	Article of memorandum of association/partnership/proprietorship	Document to be enclosed as case may	Copy enclosed : YES/NO
2.6	Self-attested copy of MSEs documents.	Document to be enclosed as case may	Copy enclosed : YES/NO
2.6	Registration DetailsRegistered with: Category & Limit: Valid Upto:	Copy of enlistment to be submitted.	Registration copy enclosed : YES/NO
2.7	Permanent Account No.(PAN)	Enclose documentary proof in Support.	Copy Enclosed : Yes / No.

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

2.8	GST Registration certificate	Enclose documentary proof in Support.	Copy Enclosed : Yes / No.
	<b>Experience details</b>		
2.9	Should have satisfactorily completed the works during last seven years ending on <b>31.03.2018</b>	Certificate of completion of the Three/Two/ One work(s) as applicable	
	i) <b>Three separate</b> works each costing not less than 40% of estimated cost	<p><b>Work No. 1</b></p> <p>-Name of work :</p> <p>-Work Order/Agreement No. &amp; Dt. :</p> <p>-Contract Cost :</p> <p>-Stipulated Date of completion as per contract agreement :</p> <p>-Actual Date of Completion :</p> <p>-Actual Completion Cost :</p> <p>-EOT granted (if any) up to ..... With/ without levy of Compensation.</p> <p>-Completion certificate Issuing authority name and Designation</p> <p>-Completion certificate Issuing authority name and Designation</p>	<p>Copy of certificates enclosed : YES/NO</p> <p>Details of EOT case as per column-3</p>
		<p><b>Work No. 2</b></p> <p>-Name of work :</p> <p>-Work Order/Agreement No. &amp; Dt.:</p>	<p>Copy of certificates enclosed : YES/NO</p> <p>Details of EOT case as per</p>

**JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA**

		<p>-Contract Cost :</p> <p>-Stipulated Date of completion as per contract agreement :</p> <p>-Actual Date of Completion :</p> <p>-Actual Completion Cost :</p> <p>-EOT granted (if any) up to ..... With/ without levy of Compensation.</p> <p>-Completion certificate Issuing authority name and Designation</p>	<p>colomn-3</p>
		<p><b>Work No. 3</b></p> <p>-Name of work :</p> <p>-Work Order/Agreement No. &amp; Dt.:</p> <p>-Contract Cost :</p> <p>-Stipulated Date of completion as per contract agreement :</p> <p>-Actual Date of Completion :</p> <p>-Actual Completion Cost :</p> <p>-EOT granted (if any) up to ..... With/ without levy of Compensation.</p> <p>-Completion certificate Issuing authority name and Designation</p>	<p>Copy of certificates enclosed : YES/NO</p> <p>Details of EOT case as per colomn-3</p>
	<p><b>ii) Two separate works each costing not less than 50% of estimated cost</b></p>	<p><b>Work No. 1</b></p> <p>-Name of work :</p> <p>-Work Order/Agreement No. &amp; Dt.:</p> <p>-Contract Cost :</p> <p>-Stipulated Date of completion as per contract agreement :</p> <p>-Actual Date of Completion :</p>	<p>Copy of certificates enclosed : YES/NO</p> <p>Details of EOT case as per colomn-3</p>

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

		<p>-Actual Completion Cost :</p> <p>-EOT granted (if any) up to ..... With/ without levy of Compensation.</p> <p>-Completion certificate Issuing authority name and Designation</p>	
		<p><b>Work No. 2</b></p> <p>-Name of work :</p> <p>-Work Order/Agreement No. &amp; Dt.:</p> <p>-Contract Cost :</p> <p>-Stipulated Date of completion as per contract agreement :</p> <p>-Actual Date of Completion :</p> <p>-Actual Completion Cost :</p> <p>-EOT granted (if any) up to ..... With/ without levy of Compensation.</p> <p>-Completion certificate Issuing authority name and Designation</p>	<p>Copy of certificates enclosed : YES/NO</p> <p>Details of EOT case as per column-3</p>
	iii) Oneworks of costing not less than 80% of estimated cost	<p><b>Work No. 1</b></p> <p>-Name of work :</p> <p>-Work Order/Agreement No. &amp; Dt.:</p> <p>-Contract Cost :</p> <p>-Stipulated Date of completion as per contract agreement :</p> <p>-Actual Date of Completion :</p> <p>-Actual Completion Cost :</p> <p>-EOT granted (if any) up to ..... With/ without levy of Compensation.</p> <p>-Completion certificate Issuing authority name and Designation</p>	<p>Copy of certificates enclosed : YES/NO</p> <p>Details of EOT case as per column-3</p>

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA  
AIRPORT, GAYA

2.10	Whether experience from Govt. Organizations or private clients?	Govt. Organization / Private Clients. (Tick whichever is applicable. In support of experience, TDS certificate from clients to be enclosed)		TDS certificate enclosed : YES/NO
2.11	<b>TURNOVER:</b> Annualized average financial turnover of not less than 30% of estimated cost against works executed during last three financial years. As a proof, copy of Abridged Balance Sheet of the firm with profit and loss account shall be submitted along with the application.	Year	Turnover in Lakhs	Proof of turn over enclosed (Abridged balance sheet & profit & loss A/C)  Copy enclosed : YES/NO
2014 – 15				
2015 – 16				
2016 – 17				
2.12	P.F Registration	Enclose documentary proof in Support.		Copy enclosed : YES/NO
2.13	E.S.I.C. Registration	Enclose documentary proof in Support.		Copy enclosed : YES/NO
2.14	All Certificates and declaration mention in NIT	Enclose documentary proof in Support.		Copy enclosed : YES/NO

Place:

Date:

Signature

Authorized Signatory of the contractor/ Firm

JOB CONTRACT FOR DATA PROCESSING IN COMML. & HR DISCIPLINE AT GAYA AIRPORT, GAYA

**SCHEDULE –A**

**(Price Bid/BoQ)**

**Important: (Sample of Price Bid – Actual to be filled in e-tender portal only)**

**Tender No. : AAI/GY/Comml./Manpower/2018/Dated:**

Tender Id:-

**Name of the Work:-Job contract for Data Processing in Comml.&HR discipline at Gaya Airport, Gaya**

Sr. No.	Description of Services	Bid amount (Wages should include Variable Dearness Allowance (VDA)) and it <b>should not be less than</b> the amount decided by Chief/Regional Labour Commissioner, <b>and amendment made time to time</b> plus contractor administrative/supervisory charges
01	Job Contract to provide a skilled man power (Computer Operator) ,..... as per requiremnt of concerned incharge etc.	In Numerical Rs.....
		In Word Rupees.....
02	Job Contract to provide a semi skilled man power .....as per requirement of concerned incharge etc.	In Numerical Rs.....
		In Word Rupees.....

**Note: 1. Above quoted rates are including the following.**

- i) **Minimum Wages (ii) Bonus (iii) Supervisory Charges (vi) GST And all kind of taxes.**

**Note: 2-** The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable.

**Certificate:**

1. Certified that I have carefully quoted the rates both in words and numerical/figures. In case of dispute, rates quoted in words shall be final.
2. Certified that I agree to all the terms and conditions of the tender document.
3. The rates quoted for Contractor Administration / Supervision Charges or % calculated for Supervision Charges **will remain fixed for the entire period of the contract.**

Yours faithfully

Signature of bidder firm / Authorized Signatory

Name: .....

On behalf of: .....

Telephone/Fax: .....

E-mail: .....

Firms Stamp with Date:.....