



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

BIRSA MUNDA AIRPORT, RANCHI- 834002
(AIR TRAFFIC MANAGEMENT WING)

E-TENDER DOCUMENT

NAME OF WORK	JOB CONTRACT FOR PROVIDING UN-SKILLED MANPOWER FOR ATM/ATC WORKS AT BIRSA MUNDA AIRPORT, RANCHI.
Estimated cost	Rs. 9.36 Lakhs
Time Period	12 Months
Tender Processing fee	Rs. 1120.00
Last date and time of e-bid submission	18-08-2020 up to 1500 Hrs.

(Prepared by)

(Ravi Raj)
JE (ATM)
B.M Airport, Ranchi

(Recommended by)

(Wilfred Kerketta)
DGM(ATM)
B.M Airport, Ranchi

(Verified by)

(T. Toppo)
AGM (ATM)
B.M Airport, Ranchi

(Approved by)

(Vinod Sharma)
Airport Director
B.M Airport, Ranchi

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

This is certified that this Tender Documents contain 38 Pages serially from 1-38.

AIR TRAFFIC MANAGEMENT DEPARTMENT

Ref. No.: AAI/RC/ATM//OPS/eNIT-01/2020-21

Date: 03-08-2020

NOTICE INVITING e-TENDER (e NIT)

(Tender ID no: -2020_AAI_54367_1)

Item rates tenders are invited through the e-tendering portal by Dy. General Manager (ATM), O/o Airport Director, AAI, Birsa Munda Airport, Ranchi, Phone No- 9308612582, Tel no- 0651-2253384, on behalf of Chairman, AAI from the eligible contractors for the work of **“JOB CONTRACT FOR PROVIDING UN-SKILLED MANPOWER FOR ATM/ATC WORKS AT BIRSA MUNDA AIRPORT, RANCHI.”** at an estimated cost of **Rs.9.36 Lakhs** (Without GST). Period of completion: - 12 (Twelve) Months.

The tendering process is online at e-portal URL address <https://etender.gov.in> / e-procure /app or www.aai.aero. Aspiring bidders may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP-portal, obtain ‘Login ID’ & ‘Password’ and go through the instruction available in the Home Page after log into the CPP-portal <https://etender.gov.in> / e-procure /app or www.aai.aero. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The tenderer may also take guidance from AAI Help Desk Support through path aai.aero/tender/ e-tender/e-tender/help desk support.

(i) For any technical related queries please call the Help desk. The 24X7 Help Desk details are as below: -

Tel: 0120-4200462, 0120-4001002, Mobile: 91-8826246593,

E-mail: support-eproc@nic.in

Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.

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

(ii) 08:00 hrs to 20.00 hrs (Mon-Sat)

011-24632950, Ext-3512 (Six Lanes),

E-Mail: - eprochelp@aai.aero

(iii) 09:30 hrs to 18:00 hrs (Mon-Fri)

011-24632950, Ext-3523,

E-Mail: - etendersupport@aai.aero, sanjeevkumar@aai.aero and snita@aai.aero.

(iv) 09:30 hrs to 18:00 hrs (Mon-Fri)

011-24657900,

E-Mail: - gmitchq@aai.aero

Tender processing fee of Rs 1,120/- (i/c GST), Non-refundable will be required to be paid offline in the form of Demand Draft from Nationalized or any scheduled bank (but not from co-operative or Gramin bank). The original Demand Draft against Tender Fee should reach by post/ courier / given in person to the concerned officials as mentioned in **CRITICAL DATA SHEET**. The details of Demand Draft / any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

2. Following 3 envelopes shall be submitted through online at CPP-portal by the bidder as per the following schedule: -

CRITICAL DATA SHEET

Sl. No.	Description	Important Dates
1.	Publishing Date	03-08-2020 , 1800 Hrs
2.	Bid Document download/Sale Start date	03-08-2020 , 1800 Hrs
3.	Clarification Start date	03-08-2020 , 1800 Hrs
4.	Clarification End date	10-08-2020, 1800 Hrs.
5.	Bid submission start date	03-08-2020, 1800 Hrs
6.	Bid submission End date	18-08-2020, 1500 Hrs.
7.	Last date and time of submission of original BG/DD against EMD and tender fee, signed hard copy of AAI Unconditional Acceptance letter	21-08-2020 up to 1500 Hrs
8.	BID opening date: Envelope-I	21-08-2020 after 1500 Hrs
9.	BID opening date: Envelope-II	21-08-2020 after 1500 Hrs
10.	BID opening date: Envelope-III (tentative)	28-08-2020, 1100 Hrs.
11.	Tender Fee	Rs 1120/- (i/c GST) Non-refundable.
12.	EMD	Rs. 18,728.00 in the form of Demand Draft /BG.

Envelope-I (Tender Fee): - Bid containing scanned copy of Unconditional Acceptance of AAI's Tender Conditions, Tender fee and EMD.

The tenderer shall submit their application only at CPP portal <https://etender.gov.in> / e-procure /app. Tenderer/Contractor are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned document along with scanned copy of Demand Draft for Tender Fee and scanned copy of DD/BG for EMD. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Scanned copy of tender fee in the form of Demand Draft of value **Rs. 1120.00** and Earnest Money Deposit (EMD) of value as mentioned in **CRITICAL DATA SHEET** in the form of Demand Draft/Bank Guarantee as stipulated in the notice inviting tender may be submitted along with Unconditional Acceptance of AAI's Tender Conditions.

Envelope – II (Prequalification and technical bid): -**Qualifying requirements of contractors / firms**

- i) Agency specialized in the similar nature of work (Similar nature of work means, providing services for manpower supply / bird and animal scaring and allied service / ground handling / annual maintenance services / conservancy services / logistic solution services at Airport, Railway, Forest Dept and PSUs/Central Govt/State Govt etc.) and registered with Registrar of Companies/Firms/ Central Govt. /State Govt. as the case may applicable.
- ii) 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) the value of works of three works **Rs. 3.75 Lakhs each** or two works of value **Rs. 4.68 Lakhs each** or single work of value **Rs. 7.49 Lakhs** in single contract of similar nature of work during last seven years ending on **last date (if extended, last date of bid submission shall be considered)** of submission of bids in India. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. **Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.**
- iii) Should have annualized average financial turnover of **Rs. 2.81 Lakhs** against works executed during last three years ending **31st March** of the previous financial year 2019-2020. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- iv) Should have Permanent Account Number (PAN)
- v) Should have EPF registration number.
- vi) Should have ESI registration number.
- vii) Should have GST registration number.
- viii) 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) That they are not debarred / black listed by any of the Govt. agencies Including AAI.
 - c) That they are not facing action under PPE act with AAI.

Envelope-III (Financial Bid): - The Financial e-Bid 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 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 online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

3. Original Tender Fee and EMD, hard copy of signed Unconditional Acceptance of AAI's Tender Conditions to be sent to the Dy. General Manager (ATM), O/o The Airport Director, AAI, Birsa Munda Airport, Ranchi-834002 and should reach to Bid Manager before the date & time mentioned in **CRITICAL DATA SHEET**. Tender of the tendered whose EMD and unconditional acceptance of AAI's tender conditions are not received as per critical data sheet then their tenders will be summarily rejected. Any postal delay will not be entertained. **The Bidders who neither submitted the original demand drafts against tender fee and EMD by due date & time, their tender application shall be summarily rejected.**

4. Bids Opening Process is as below: -

Envelope-I: Envelope-I opening date shall be as mentioned in **CRITICAL DATA SHEET**. (Envelope-I shall contain scanned copy of Tender Fees, EMD and Unconditional Acceptance of AAI tender conditions).

Envelope-II: Envelope –II opening date shall be as mentioned in **CRITICAL DATA SHEET**. The intimation regarding acceptance / rejection of their bids will be intimated to the contractors/firms through e-tendering portal. Envelope- II shall contain scanned copy of Pre-qualification documents.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope–I and Envelope–II, he will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/documents within time specified by AAI, failing which tender will be liable for rejection.

Envelope-III: The financial bids of the contractors/firms found to be meeting the qualifying requirements shall be opened as per **CRITICAL DATA SHEET**.

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

6. AAI reserve the right to disallow issue of tender document to agencies whose performance at ongoing / earlier (within two years) project (s) is below par / usually poor / has been issued letter of restrain/Temporary/Permanent debar by any department

of AAI. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award of work).

If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then AAI shall take 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.**
7. Consortium/JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
 8. Purchase preference to Central Public-Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

**ATS- IN CHARGE
DGM (ATM)
B.M. AIRPORT, RANCHI
(for and on behalf of Chairman, AAI.)**

GUIDANCE TO TENDERERS

1. Sealed item rate e-tenders are invited through e- tendering portal on behalf of the Chairman, Airports Authority of India for the work “**JOB CONTRACT FOR PROVIDING UN-SKILLED MANPOWER FOR ATM/ATC WORKS AT BIRSA MUNDA AIRPORT, RANCHI.**” The estimated cost of the work is **Rs 9.36 Lakhs (excluding GST)** Time allowed for completion of work is **12 (Twelve Months)** from the date of start of work.
2. The Tenders shall be in prescribed Form.
3. Not more than one Tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
4. The Accepting Authority shall be the Airport Director, Birsa Munda Airport, Ranchi, Airports Authority of India.
5. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so. Such power of attorney to be uploaded with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
6. Tender documents consisting of specifications, Schedule of quantities of the work to be done, the conditions of contract and other necessary documents will be open for inspection in the office of the Airport Director, AAI, Birsa Munda Airport, Ranchi-834002 between **0930 Hrs to 1800 Hrs** every day except Saturday, Sunday and public holidays. Tender document can be downloaded from the AAI e-tendering portal. Tender fee of **Rs 1120/- (i/c GST) Non-refundable** will be required to be paid offline in the form of Demand Draft from Nationalised or any scheduled bank (but not from co-operative or Gramin bank).
7. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and sub soil(so far as is practicable), the form and the nature of the site,the means of access to the site, the accommodation they may require, working conditions excluding space for stacking of materials, installation of T&P, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labours etc and in general shall themselves obtain all necessary information as to risks, contingencies and other Circumstances which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any mis-understanding or otherwise shall be allowed.
8. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and rates at which stores, tools and plant etc will be issued to him by Airports Authority of India, local conditions, local materials rates and other factors being on the execution of the works.

9. All rates shall be quoted in “**Item**” section on AAI e-tender portal as **Envelope” III”/ (Finance Cover) Price Bid.**
10. As this tender is an Item Rate Tender, rates for all items quoted shall only be considered. Any tender containing percentage below/above the total estimated cost is liable to be rejected. Tenderers which propose any alternation in the works specified in the said form of invitation to tender, or in the time allowed for carrying out work, or which contain any other conditions of any sort excluding conditional rebates will be summarily rejected.
11. Earnest Money of amount **Rs. 18,728.00 (Rupees Eighteen Thousand Seven Hundred and Twenty-Eight Only)** shall be deposited offline in the form of DD /BG from any schedule bank of India preferably from nationalized bank but not from Co-operative/Gramin bank as per Performa given in NIT in favour of Airports Authority of India. The scanned copy of EMD to be uploaded in Envelope-I. The original EMD in sealed cover should be submitted by the bidder in the office of Dy. General Manager (ATM), O/o The Airport Director, AAI, Birsa Munda Airport, Ranchi- 834002 by **1500 Hrs up to 21-08-2020**. The EMD of successful tenderer will also be liable to be forfeited, if he does not full fill the following conditions: -
 - a) Furnishing of Security Deposit in the form of BG in favour of AAI from any Nationalised or any scheduled bank (but not from co-operative or Gramin bank) for an amount equivalent to **10%** of the total contract amount within **7 days** of the receipt of the letter awarding the contract.
 - b) Execution of the agreement within **15 days** of the receipt of the letter awarding the contract.
 - c) Undertaking the work within **10 days** of the receipt of the letter awarding the contract.
 - d) Not able to obtain Licence/permission from appropriate local authority within **30 days** of issue of work order for procuring and storing of crackers as per AAI standards.
12. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his authorised representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision. A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents. A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.
13. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.
14. On acceptance of Tender” earnest money” will be treated as part of the security deposit. Balance amount of security deposit amounting of the **10%** of quoted amount shall be submitted in the form of BG from any Nationalised or any scheduled bank (but not from co-operative or Gramin bank).in favour of AAI within **7 days** of receipt of the letter of awarding the contract.
15. Airports Authority of India shall return the earnest money where applicable to every unsuccessful Tenderer except as provided in the Tender documents.

16. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will liable to be rejected.
17. The tenderer shall not be permitted to tender for works in Airports Authority of India, responsible for award and execution of contracts, in which his near relatives is posted as Managerial post of (Finance & Accounts) or Sr. Officer or as an officer in any capacity in AAI. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from tendering for next **2 years**. The term NEAR RELATIVE means spouse/ children/ parents /grandparents /brothers /sisters /uncles' /blood relations /cousins and their corresponding in- laws.
18. The contractor shall give a list of AAI employees related to him.
19. No officer of Gazetted rank or other Gazetted officer employed in Operation Directorate or Administrative duties in an operational Department of Airports Authority of India/Govt. Of India is allowed to work as contractor for a period of two years of his retirement from Airports Authority of India/ Government Service, without the previous permission of Airports of India/Govt. of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Airports Authority of India/ Govt. of India as aforesaid before submission of the Tender or engagement in the contractor's service.
20. The Tender for the work shall remain open for acceptance for a period of **(90) ninety days** from the date of opening of Financial Bid. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty **to forfeit the full said earnest money absolutely**.
21. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instruction from the Officer-in-Charge shall be communicated to the Officer-in-Charge.
22. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then AAI shall take the following action:
 - a) Forfeit the **entire amount of EMD** submitted by the firm.
 - b) Debar the firm for minimum three years to tender for AAI in any name/style.
23. GST or any other duty levied by custom Authority in respect of import of any materials or any other tax on material, labour, services or contract in respect of this work contract shall be payable by the contractor and Airports Authority of India will not entertain any claim whatsoever in this respect. Nothing extra will be paid by AAI in this respect.
24.
 - a) All tendered rates shall be exclusive of all taxes, duties, cess, fee and charges levied under any statute excluding GST, EPF, ESI, and Bonus. Basic Custom Duty will be paid by AAI by utilizing EPCG licence/duty scrip under SEI scheme of GOI.

However, pursuant to the Constitution (46th Amendment) Act. 1982, If any further tax or levy is imposed by Statue, after the last stipulated date for the receipt of tender excluding extensions if any and the contractor thereupon necessarily and properly pays such tax/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Officer-in-Charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

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

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

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

26. MODE OF SUBMISSION OF TENDERS:

a) Tender for the present work shall be submitted online through e-tendering portal in three bid systems as detailed in Notice e-Tender (e-NIT).

b) Scanned copy of earnest money deposit (EMD) of value **Rs. 18,728.00** in the form of Demand Draft /BG as stipulated in the notice inviting tender may be submitted in Cover I (Fee Cover) of e-tendering portal along with unconditional acceptance of AAI's Tender Conditions (Performa given in Annexure-01 of Guideline to Tenderer of Tender Documents).

c) Original Tender Fee, EMD and hard copy of signed unconditional Acceptance of AAI's Tender Conditions to be sent to Dy. General Manager (ATM), O/o The Airport Director, AAI, Birsa Munda Airport, Ranchi- 834002, before the date & time as per critical data as mentioned in e-NIT. Tender of tenderer whose original Tender fee and EMD and unconditional acceptance of AAI's tender conditions are not received as per critical sheet, then their tenders will be summarily rejected. Any postal delay will not be entertained.

d) The Financial e –Bid shall be submitted in “Items” section of e-tendering portal. Once the contractor has uploaded/submitted the unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark(s)/conditions(s) in/ along with the Tender Document.

27. This notice of tender shall form part of contract documents. The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 15-days from date of award of work sign the contract agreement consisting of Notice inviting Tenders, General conditions of contract, special conditions, General and particular specification, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading thereto.

28. PURCHASE PREFERENCE TO PUBLIC ENTERPRISES

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

Signature:

Designation:

Date:

(for and on behalf of Chairman, AAI.)

Annexture-01

**(UNCONDITIONAL ACCEPTANCE LETTER)
(To be submitted in ENVELOPE- I)**

To
The Dy. General Manager (ATM)
Birsa Munda Airport,
Ranchi- 834002.

Date:

Name of Work: - “Job Contract for providing Un-Skilled Manpower for ATM/ATC works at Birsa Munda Airport, Ranchi.”
ACCEPTANCE OF AAI TENDER CONDITIONS.

Sir,

1. The tender document for the above work have been sold to me/us by Airports Authority of India and I/ We hereby certify that I/ We have inspected the site and read the entire terms and conditions of the tender documents made available to me/ us in the office of Dy. General Manager (ATM), AAI, Birsa Munda Airport, Ranchi- 834002, which shall form part of the contract agreement and I / We shall abide by the conditions/clauses contained therein.
2. I / We hereby unconditionally accept(s) the tender condition of AAI’s tender documents in it’s entirely for the above work.
3. The Contents of Clause No.26 of Guideline to tenderer of the tender documents has been noted where it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/condition(s) (except unconditional rebate on quoted if any) in/along with the tender document and same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, I/ We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the 100% of earnest money.
4. That, I/ We declare that I/ We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the appropriate Authority in AAI.
5. The required earnest moneys specified in Clause No.11 of Guideline to the Tenderers of Tender Documents for this work has already been submitted and the scanned copy of EMD is attached herewith.

Yours Faithfully,

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

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

Annexure-02

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

**To,
The Dy. General Manager (ATM),
Birsa Munda Airport,
Ranchi- 834002.**

Sub: **Undertaking regarding GST Compliance**

Refer Tender ID: _____.

Sir,

1. Tender documents for the works, **“Job Contract for providing Un-Skilled Manpower for ATM/ATC works at Birsa Munda Airport, Ranchi”**, have been issued to me / us by Airports Authority of India.

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

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

Yours Faithfully,

On behalf of Name

Signature of the Tenderer

Date (with Stamp)

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

Annexture-03

**(Letter of understanding from the Depositor to Bank to be submitted along with all BG to Airports Authority of India)
(To be submitted in Envelope- II).**

The Branch Manager,
..... Bank,
.....

Sub: My/ Our BG bearing No..... dated for Rs.
..... issued in favour of Airports Authority of India
A/C.

Sir,

The subject BG is obtained from your branch for the purpose of Security/ guarantee on account of contract awarded/ to be awarded by M/s Airports Authority of India to me/us.

I/ We hereby authorize the Airports Authority of India in whose favour the deposit is made to en-cash /close the BG before maturity/ on maturity towards adjustment of dues without any reference/consent/notice from me/ our side and the bank is fully discharged by making the payments to Airports Authority of India.

Signature of the Depositor.

Place:

Date:

Acknowledgement of bank with Seal.

GENERAL CONDITIONS OF CONTRACT

1. The work shall be carried to the satisfaction of AAI.
2. The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of the work which the work is to be executed and nothing extra shall be paid on this account.
3. The Contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulation and pay all fees and charges, which may be liable.
4. No assistance of any kind shall be made available by the department for the purchase of equipment's, spare parts or materials of any kind or any other items required to be carried out in execution of work.
5. Payment will be made in Indian currency only for the executed work.
6. The Contractor shall execute his work in such a manner that no damage is made to any of the existing structure in the work area of the airport.
7. The Contractor shall be responsible for the watch and ward of the material provided by him against pilferage and breakage during the period of the Contract and thereafter till the work is physically handed over to the department, if any normal wear and tear is noticed the same shall be repaired at the cost of Contractor and the amount/quality quantified/agreed by AAI towards the same shall be final and binding.
8. Samples of all materials required for execution of the work shall be got approved from the Officer-in-Charge. All the materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Officer-in-Charge. The Officer in-charge shall have authority to carry out random check in this regard at any time.
9. The work is required to be executed in the Operational area of Airport, which is very important area where quality of execution, safety and security measures are to be maintained by the Contractor.
10. The Contractor shall at his/her sole cost and expenses furnish and provide for rendering services covered by this agreement to the entire satisfaction of Officer-in-Charge. The work shall be carried out on all days of the year including Saturdays, Sundays and Holidays.
11. Airports Authority of India shall not be responsible for any loss of material used by the contractor at site.
12. 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.
13. The Contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty. Any complaint for the service rendered by the contractor by the users will be recorded appropriately.
14. **UNIFORMS:** The Contractor shall provide uniform (02 sets of Pant & shirt, 1 pair shoes & 3 pair of socks and a sweater per person for one year of contract) with the 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. **If contractor fails to provide the above may attract penalty of an amount of Rs. 200/- per person per week or discretion of ATS- In Charge, AAI, B.M. Airport, Ranchi till the compliance of the same from the contractor's running/final bill.**
15. The In-Charge or an officer nominated by Airports Authority of India shall be authorized to discuss with the Supervisor of the Contractor/Contractor at the premises of Airports Authority of India for any failure of service or any ancillary issue relating to this work. Similarly, the authorized supervisor of the Contractor when required shall be required to submit details of the work executed and other matters concerning

- the above work to the In-Charge or to the officer nominated by Airports Authority of India.
16. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to wilful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor **resort to any kind of industrial action**, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations. Absolute responsibility in this regard lies with the contractor and AAI shall not be involved in any way.
 17. That for carrying out the said activity the contractor shall be paid per month. The contractor is required to submit his bill on or before 7th of each successive month and after verification his bill shall be cleared by the AAI authorities.
 18. That except the amount of contract mentioned, the Contractor shall not be entitled to any other consideration or remuneration or allowances or benefits in cash or in kind for the services provided by the Contractor.
 19. If any portion of the works has been given on a piece-work basis and the cost of such work has increased because of the increase the same, AAI shall discuss the same with the contractor and re fix service charges for the same. The decision of AAI in this regard shall be final and binding to the parties hereto.
 20. AAI will have the right to recover the damages/losses at its discretion, terminate the contract in part or full and get it executed through some other agency, at contractor's risks and costs, in the event of non-performance, non-fulfilment of contractual terms or breach of contract, namely but not limited to:
 - a) If the contractor fails or neglects to execute the work and/or,
 - b) If the progress of the work is not satisfactory and/or,
 - c) Non-fulfilment of any of the terms and conditions of the contract.
 21. 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.
 22. The contractor is not appointed as an exclusive party for this job and AAI reserves the right to appoint one or more agencies.
 23. The Contractor, his personnel and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport / aerodrome / landing ground subject to such rules and regulations as may be imposed by the Authorities of the airport / aerodrome / landing grounds.
 24. 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.
 25. **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 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.**
 26. 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.
27. The period of notice given under this agreement will count from the date of receipt of notice by either side.
 28. 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.
 29. 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.
 30. The Contractor shall comply with the requirements of all standard Health Clauses excluding those given below: -
 - i. The Contractor shall notify to Airport Director whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Director may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary. The expense towards medical examination has to be borne by the contractor.
 - ii. **Contractor shall strictly instruct to their employee to wear MASK and follow central/state Govt. guidelines of COVID 19 during office hours/ Airport premises due to COVID 19 Pandemic.**
 - iii. The Contractor, his agents and worker shall not misuse the water sources and drainage facilities provided in the airport area so as to create nuisance or in sanitary situation, prejudicial to the public health.
 - iv. The Contractor, his agents and worker shall not throw any waste like plastic bottles, guthka covers or any other eatables in the airport premises.
 31. The Contractor shall employ only such worker as shall have good character and be well behaved and skilful in their business. He shall furnish the Authority in writing with the names, photographs (3 copies), parentage, age, residence address, Aadhaar card copy and specimen signature or thumb impression of all personnel who he proposes to employ. The workers employed by him shall be under the general discipline of the Authority and shall confirm 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.
 32. **The Contractor will during the continuance of this contract insure against any claims for workman's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such Insurance company as the Authority shall approve of and shall produce for inspection on demand by Authority all policies in respect thereof and the receipts from time to time for current premium. He shall pay employees at least minimum wages and other applicable statutory allowances etc., as prescribed by Central / State Government from time to time.**
 33. 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.
- 34. The Contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of AAI, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum and sums which may 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.**
- 35.** The contractor shall be responsible for all matters arising out of the performance of the contract and shall comply and adhere to, at their expense with all laws/act/ enactment / orders / regulations / statutory obligations, whatsoever of the Government of India / State Government / Local Self Government, any statutory or non-statutory authority. The contractor shall indemnify and keep indemnified and save AAI harmless against all liabilities in this respect. The contractor shall be fully responsible for the work, conduct, supervision and control of all their own personnel and AAI shall in no way be held liable and responsible for supervision, control, etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over contract awarded to them and the persons engaged for the purpose under this contract, the contractor shall be responsible and liable under the provisions of civil and criminal laws etc for their work, behaviour and Industrial Relation problems and AAI shall have no responsibility whatsoever on this account.
- 36.** In the event of any breach of the terms and conditions and duties to be performed by the Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all times during the continuance of this contract, be the above said sum. On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to him without interest.
- 37.** 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.

38. This contract may be terminated by the Authority by giving one calendar month's (30 days) notice in writing given at any time without assigning any reason. If this agreement is so terminated all the structures, installations, equipment's and all other things whatsoever brought by the contractor shall be removed by the contractor and the premises shall be delivered up to the Authority without claiming any compensation whatsoever provided that the Authority shall have the absolute option of purchasing the said structures or installations on the said space or any part of them at a valuation to be agreed between the Authority and the licensee and in case of disagreement to be fixed by arbitration as provided in this agreement.
39. 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.
40. The contract hereby granted shall not be construed in any way as giving or creating any other right or interest in the said space building(s) / land / garden / tank / premises to or in favour of the contractor but shall be construed to be only as a contract on terms and conditions herein contained.
41. The tenderer shall acquaint himself with the proposed site of work, its approach roads, working space available, working procedures before quoting his rates.
42. The contractor shall ensure his/her personnel engaged in this contract shall not raise any dispute/claim/demand before/against the AAI individually or in group. Matters of any dispute between the workers and the contractor must be resolved within the contractor's domain. However, scrutiny of the disputes related to the matter of statutory payments to the personnel by the contractor is within the purview of AAI and hence in such an eventuality the matter would be inquired by the Officer in-charge and the contractor shall have to produce all documentary evidence to resolve the issue. Other operational matters that require the attention of AAI shall be brought to the notice of the Officer in-charge only by the supervisor(s)/contractor individually.
43. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any damage to such properties. He shall make good, at his cost and to the satisfaction of the Officer – In- Charge, any damage to AAI property or public or private property whatsoever caused thereon by the contractor.
44. No inflammable materials shall generally be allowed to be stored at site. However reasonable quantity may be permitted for storage subject to the compliance of all rules & instructions issued by the competent authorities and as per the direction of Officer– in-Charge.
45. In the event of any restrictions being imposed by the Security Agency, AAI or any other authority having jurisdiction in the area on the working or movement of labour / material, the Contractor shall follow such restrictions and nothing extra shall be payable

- to the contractor on this account. The loss of time on this account, if any, shall have to make up by generating additional resources etc.
46. No payment shall be made for any damage caused to the engaged work force/equipment by rain, flood or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Government property and in case of any damage he shall make good the same at his own cost.
 47. **PAYMENTS:** Monthly Running payments will be made in the following month which includes applicable taxes (GST) and any recoveries, penalties etc which the contractor might have rendered himself liable to the monthly running bill. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required. The payment will be made for manpower and cracker on proportionate basis as per the work carried by the contractor as per management requirement
 48. GST will be at applicable rate or (as applicable during currency of the contract as notified by the Govt.) of work done value to this contract. The Contractor shall comply with the GST rules of Govt. and to the change of rules if any in respect of GST from time to time. **The rates quoted are deemed to be exclusive of GST applicable.**
 49. The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act,1952, amended from time to time and rules framed there-under wherever applicable. Some of the provisions are given below:
 - a. The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner after award of work and shall continue to have valid PF Account Code No. Till actual completion of the contract.
 - b. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No to the officer in –charge.
 - c. The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPF in respect of Workers engaged in contract work for the previous month.
 - d. The Contractor shall provide copies of PF Challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.
 - e. EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
 - f. ESI amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
 - g. Bonus to the workers employed by the contractor shall have to be paid as per the existing rules of Govt.of India. The Proof of bonus paid to employees shall be timely submitted to the Authority, same shall be reimbursed on actual basis on submission of documentary evidence without Overhead & Profit.
 50. If after submission of the tender, the minimum wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in GST) beyond the wages prevailing at the time of last stipulated date for receipt of the tenders excluding extensions, if any, for the work, during contract period excluding the justified period extended, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the wages prevailing at the time of stipulated date of completion or as

prevailing for the period under consideration, whichever is less. If after submission of the tender, the minimum wages of labour as prevailing at the time of last stipulated date of receipt of tender excluding 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 GST). 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 excluding 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 excluding the justified extended period. Officer-in-charge may call books of account and other relevant documents from the contract or to satisfy himself about reason ability of increase in prices minimum wages. The contractor shall, within a reasonable time of his becoming aware of any alteration in the price of any such minimum wages of labour, give notice thereof to the Officer-in-charge stating that the same is given pursuant to this condition together with all information relating thereto which he may be in position to supply.

For this purpose, only labour component engaged for the work executed during period under consideration shall; be considered. The component of labour engaged against 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 worker, fixed under any law, statutory rule or order.

SPECIAL CONDITIONS OF THE CONTRACT & WORK SCHEDULE.**General Scope of work: -The scope of work covers the following items**

- a. Providing **03** nos. Manpower on the job contract per day through out **365 days** of the year including Holidays, Saturday and Sunday.
- b. To remove dead insects / birds / animals/FODs from operational area and throwing them in the designated garbage dumps outside airport.
- c. Filing of all documents during office hours.
- d. Work as office messenger among Department whenever required.
- e. To sanitize office during shift change.

Important:

As the site of the work is in the restricted area, the contractor is required to be obtained **Airport Entry Pass (AEP) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through AAI.** Police verification certificate are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable/enforced from time to time shall be complied with at no extra cost. **No claim what so ever on this shall be allowed incidental expenses incurred towards AEP shall be borne by the contractor.** The contractor shall obtain the security clearance from the BCAS in favour of his firm prior to start of the work at his own cost. **In case, security clearance is rejected by BCAS, the contract will be terminated with immediate effect. If any firm's security clearance has been rejected by BCAS and didn't take clearance till date, will be considered as null and void.**

1. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required. The payment will be made (for manpower and consumables) on proportionate basis as per the actual work carried by the contractor as per AAI/management requirement. Non-fulfilling of all the parameters of the work would attract proportionate deduction in the payments of the contractor. The payment will be made subject to the complying the provisions of payments to the workers of their EPF, ESI, Bonus as per the rule Documentary proof to this effect shall be submitted by the contractor.
2. **Uniform:** - The contractor/ agency has to provide every year during the currency of the contract, 2 sets of uniform (pant and shirt), 1 pair of shoes & 3 pair of socks and a sweater to his staff of approved colour during the contract period, (within one month from the date of award) **failing which, AAI recover an amount of Rs. 200/- per person per week or discretion of ATS- In Charge till the compliance of the same from the contractor's running/final bill.** In the event of non-compliance of wearing uniform & shoes by workers on daily basis a recovery of Rs. 50-per day per person shall be made from running bills. The workers should wear a badge on the left pocket of the shirt mentioning company's name.
3. **Rates:** -The prices quoted shall be inclusive of all taxes, levies, duties, insurance, loading, unloading and transportation up to site *but exclusive of GST, PF, ESI and Bonus.*

The GST shall be reimbursed to the contractor on submission of valid tax invoice.

PF & ESI amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis throughout the contract period on submission of the documentary evidence in next bill/final bill only. Contractor has to pay increased fair wages due to such increase, and AAI shall reimburse without contractor's overhead & profit on actual basis throughout the contract

period on submission of the documentary evidence in next bill/final bill only. In case of non-payment of PF & ESI, necessary recovery/withheld against PF & ESI, from their RA Bill/ Final bill shall be made as decided by ATS-In charge and appropriate action will be initiated by AAI against the contractor. The decision of ATS-In charge is the regard will be final and binding on the Agency.

Minimum Bonus amount as per latest Govt. rules or 8.33% of annual salary whichever is higher will be paid to the deployed manpower by the contractor and the same shall be reimbursed without contractor's overhead profit on actual basis throughout the contract period on submission of the documentary evidence in next bill/ final bill. In case of non-payment of bonus necessary recovery/withheld against bonus from their RA Bill/ Final bill shall be made as decided by ATC-In charge and appropriate action will be initiated by AAI against the contractor. The decision of ATS-In charge is the regard will be final and binding on the Agency.

4. Labour Wages & requirement of manpower:

- (i) The contractor has to pay the prevailing minimum wages issued by the office of Regional Labour Commissioner/ Chief Labour from time to time. However, the difference in minimum wages based on actual payment made to the labour and wages applicable at the time of submission of tender will be reimbursed including difference in EPF and ESI payment to the contractor on revision of minimum wages and no additional amount such as contractor's overhead & profit will be paid on this account.

In this regard the successful bidder shall submit an affidavit on non-judicial stamp paper of RS.100 as per Annexure before award of the work.

- (ii) For the purpose of admitting the claim for reimbursement of statutory increase in wages paid by him, the contractor has to produce the required documentary evidence to the satisfaction of Officer-In-Charge of the Job.
- (iii) The payment to the workmen's engaged by the contractor is to be paid through NEFT/ RTGS/ Cheque on or before 7th of every month irrespective of Saturday, Sunday and bank holidays. **If any violation with respect to payment of wages for any two months in a contract period, necessary action for cancellation of contract, debarring of the agency for participating in future contracts in AAI shall be initiated. The agency will not be allowed to participate in any of the tendering process in AAI till finalization of the decision.**

ARBITRATION AND LAWS

Arbitration:

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

Through Dispute Resolution Committee: Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Airport Director, Birsa Munda Airport, Ranchi, 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 Regional Executive Director-Eastern Region [RED-ER], AAI.
- (ii) DRC thus, constituted may act as “conciliator” and will be guided by principle of conciliation” as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligation of parties, usage to trade concern and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn out and signed by the parties. DRC will authenticate the settlement Agreement and furnish a copy to each party.
- (iii) DRC will give its’ report within 45 days of its constitution.
- (iv) It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor. Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence.

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

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

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

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

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

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

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

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

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

Laws governing the Contract:

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

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

AGREEMENT FORM

“Job Contract for providing Un-Skilled Manpower for ATM/ATC works at Birsa Munda Airport, Ranchi.”

ARTICLES of agreement made at Ranchi Airport this _____ day of ___/___/2020 BETWEEN Airports Authority of India a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 (55 of 1994) and having its offices at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110 003 and at Civil Aerodrome, Ranchi herein after referred to as the ‘Authority’ which term shall include its Chairman, Director or 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 providing Un-Skilled Manpower for ATM/ATC works at Birsa Munda Airport, Ranchi”**, in the vicinity and side strips of runway of B.M. Airport, Ranchi. **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 on or before the 7th of every month on submission of the bill by the contractor. The contractor shall not be entitled nor be reimbursed any amounts then as agreed in the said clauses expect on mutual written understanding as per exigencies of work.
4. The Authority shall allow the Contractor, his agents, representatives to enter into the said premises for the purpose of rendering the said services for the authority. The Contractor hereby agrees and undertakes to make good any loss or damage caused to the premises and property by his agents, representatives or employees while rendering the said services.
5. The contractor hereby agrees to employ in his own work force and supervisory staff required for the purpose of executing the present job contract.
6. The Contractor has agreed to comply with all the applicable statutes and shall indemnify the Authority against any and all claims/liabilities/litigations arising due to the present job contract and liabilities arising due to the present arrangement even after cessation of the present arrangement.

7. The authority will not be responsible for any injury sustained by Contractor's workers during the performance of their duties and also for any damages or compensation due to any dispute between him and his workers. To comply with all liabilities arising out of any provision of labour Acts / Enactments hitherto in force or enacted from time to time during the execution of this contract, shall be the responsibility of the contractor. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Furthermore, the contractor shall be responsible for the payment of compensation, insurance etc., if any, in respect of his employment.
8. **Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI property, or to any person for at least the minimum amount of Rs 1.00 lakh with unlimited number of occurrences (excluding any employees of AAI) by or arising out of carrying out of the Contract.**
9. **All insurance mentioned above shall be affected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India.**
10. **The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Officer-In-Charge of this contract has agreed to their cancellation in writing.**
11. It has been mutually agreed that the contract shall be terminated by either party by giving one-month notice of such desire in writing. No such 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.
12. At the time of commencement of work, the contractor shall pay **10% of the contract amount in the form of BG from Nationalized Bank** in favor of the AAI, which will be retained by the Authority as Security Deposit for the due and faithful fulfillment of the contract. The BG so submitted shall be valid up to the period of the contract plus six months of the security period. The period of contracts includes the actual/extended date of completion. The Security Deposit will be refunded after six (06) months from the date of satisfactory completion of the contract period. No interest shall be payable by the Authority on the account 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.
13. 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.
14. 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.

15. The firm should supply sufficient quantity of consumables as decided and ordered by AAI as per tender document. The quality of these consumables shall be as approved by AAI.
16. 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.
17. The contractor shall deploy only such persons who shall have good character and be well behaved and skillful in their work. He shall furnish the Authority in writing with the names, parentage, age, residence, Aadhaar card and specimen of signature or thumb impression of all servants who he proposes to employ for the purpose of this agreement before they are so employed. 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.
18. The contractor agrees to obtain at his own cost necessary license etc. from the O/o. the Regional Labour Commissioner (C) Ranchi as required under contract labour (R&A) Act 1970 and shall produce the same before commencement of the work. The contractor shall also obtain such license etc. at his cost under the various laws from time to time for performing the necessary job and get the same renewed before expiry and AAI does not take any liabilities whatsoever on this account. In case of non-renewal of any statutory licenses the contractor shall be solely responsible for the consequences and it shall further lead to automatic termination of this arrangement.
19. The contractor shall pay no less than minimum wages to its employees as circulated by the Gazette Notification by the state / central govt. from time to time for **manpower as the case may be**. Payment of wages to the contractor's employees shall be made through NEFT/RTGS/CHEQUE and proof of the same transaction shall be submitted to AAI before 7th of every month.
20. 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 bear the expenses of such litigation.
21. The contractor has to produce PF certificate every month along with bill to the effect that PF has been deposited with appropriate authority in respect of personnel engaged by him.
22. The Proof of bonus paid to employees shall be submitted to the Authority.
23. The bill produced by the contractor shall clearly indicate GST component separately with GST registration number.

- 24. 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.
- 25. The Contractor agrees to provide uniform to the staff to be employed by him as per the pattern and design approved by the Airports Authority of India.
- 26. The decision of the Authority with regard to any dispute arising out of this contract shall be final and binding.
- 27. 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.
- 28. The complete tender document consisting of e-NIT, Guideline, General conditions, Special conditions, Tender form and work order shall constitute as the part of this agreement.
- 29. This contract is applicable for a period of **12 Months**.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HAND.

THIS THE _____ DATE _____ SIGNED AND

DELIVERED BY THE

IN THE PRESENCE OF

1. _____

2. _____

SIGNED AND DELIVERED BY

IN THE PRESENCE OF

1. _____

2. _____

(Annexure-A)

PENALTY

The following **additional penalties** will be imposed on the Contractor (Apart from proportionate deduction of each item) for not deploying the Manpower as per plan /chart, non-provision of utility item for the job, non-wearing of Uniform / High Visibility jacket etc.:-

SI.NO	Description	Per Unit / Day	Penalty (In Rs.)
1.	Not Wearing proper uniform	Each	100
2.	Non-payment of timely salary to the employee	Per day per employee	50

#Penalty for Non-payment of timely salary to the employee will be paid to the employees proportionally. If delay found to be made intentionally, suitable action for withheld of the bill will be made. Again, if delay of payment crossed more than one month, action for termination will be initiated.

(Annexure-B)

GENERAL SPECIFICATION

A. MANPOWER: -

Minimum number of manpower to be engaged in each shift shall be as per the schedule given below. At any day the manpower deployed shall not be less than 03.

1. Number of Manpower to be engaged: 01 Nos. per shift (total 02 shifts Tower Duty).
2. Number of Manpower to be engaged: 01 Nos. (General shifts).

Working hours: Manpower will engaged in **Tower Shift Duty in 02 shifts** within Airport watch hours.

Note: One shift = 08 hours.

1. The manpower engaged shall be **03 Un-skilled** categories and necessary training in respect of the job to be performed, security measures and safety awareness to be provided by the contractor at his own cost for carrying out the job satisfactorily and nothing extra on any account shall be given by AAI. The deployment of manpower in each shift shall be made in co-ordination with ATC Duty Officer, Control Tower of AAI.
2. **However, the final deployment pattern shall be as per the operational requirement and as per the instruction of Airport Director or ATS In-Charge.**

(Annexure-C)

SCHEDULE OF QUANTITIES

(To be submitted ONLINE through BOQ in Envelope III)

Sl. No	Description of item	Quantity(P)	Unit	Rate (A)	Amount (P x A)
				In Rupees In Figure & In Word	
1.	Engagement of at least 03 (Three) no. of un-skilled Manpower on Job Contract for ATM/ATC works at Birsa, Munda Airport, Ranchi, for a period of 12 months. i.e. 365 Days	12	Months		

Total Quoted Amount in word (Rs)=_____

Unconditional rebate on total quoted Amount, if any (in % only) =

Net Amount after Rebate in figure (Rs)=

(Total _____ Rupees _____ in _____ word
..... only)

NOTE:

1. Rates quoted shall be in India rupees (INR) only.
2. Rates shall be quoted inclusive of all taxes, levies, duties, insurance, loading, unloading, transportation up to site & uniform for manpower but excluding GST, EPF, ESI and Bonus.
3. Unconditional rebate i.e. header discount (%) if any, shall be in percentage only & is to be put in "Bid Invitation Information→Price Component" section only of CPPP.
4. **All the rates shall be quoted online in "Items" section of AAI's e-tendering portal <http://etender.aai.aero/irj/portal> only. No separate format will be accepted.**
5. Over writing is not permitted, liable to be rejected.

Signature of Tendering Officer

Signature of Tenderer

CHECK LIST FORMAT TO BE SUBMITTED BY APPLICANTS IN ENVELOPE- II

NAME OF WORKS: JOB CONTRACT FOR PROVIDING UN-SKILLED MANPOWER FOR ATM/ATC WORKS AT BIRSA MUNDA AIRPORT, RANCHI.

Ref. No.	Qualification criteria	Particulars	Enclosure check list
1.	Name and address of the Contractor/firms		Yes/No
2.	Unconditional acceptance of AAI tender conditions in its entirety as per Enclosed format		Yes/No
3.	EMD (Earnest Money Deposit). A bank draft /BG from nationalized bank for Rs. 18,728.00 in favour of Airports Authority of India payable at Ranchi towards EMD.	DD/BG No. Date: - Amt.: - Bank: -	Yes/No
4.	Details of Registration with register of companies/firm/central Govt/State Govt. as the case may be		Yes/No
5.	Certificate from clients having satisfactorily completed.	Details of the three/two/one works as applicable	Copy of the certificates enclosed: Yes/No
6.	GST Registration Number		Yes/No.
7.	Undertaking proforma for GST		Yes/No.
8.	Permanent Account Number(PAN)		Yes/No.
9.	EPF & ESI Registration Number		Yes/No.
10.	Proof of business Experience		Yes/No.
11.	All documents/ certificates are self-attested as per eNIT		Yes/No.
12.	Tender Fee of Rs.1120/-(Non-refundable)		Yes/No

DECLARATION

(To be submitted in Envelope –II)

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 & debarred from tendering in AAI.

Date: -

Place: -

Signature with Stamp

Authorized Signatory of the Agency/Firm.

Note: -All are requested to fill up the required DATA in the above Performa.
