



Name of the work: **Conservancy Job contracts for Maintaining, Up-keeping & environmental support service of CNS & Airport systems at Kolhapur Airport.**

Tender document No.: **AAI/KOP/CNS/CONSERVANCY JOB CONTRACT/2021/01**

AAI/KOP/CNS/Conservancy Job Contract/2021/Work order/01

Date: 23 /09/2021

To,

M/s **Meenakshi Overseas**
T20-A, Kh. No: 252, 2nd Floor,
Indira Colony, Narela,
Delhi – 110040.
Mob. No:9911916980/9813856983
Meenakshi.overseas@hotmail.com

Sub: Work Order for” Conservancy Job contracts for Maintaining, Up-keeping & environmental support service of CNS & Airport systems at Kolhapur Airport.”

Ref: 1) AAI Tender No.: **AAI/KOP/CNS/CONSERVANCY JOB CONTRACT/2021/01** dated **05/08/2021** (E-Tender ID.: **2021_AAI_84064_1**) for the **Conservancy Job contracts for Maintaining, Up-keeping & environmental support service of CNS & Airport systems at Kolhapur Airport**

2) Your offer vide e-bid no. 310127 dated 26/08/2021

Sir,

Reference may please be made to our Tender No. **AAI/KOP/CNS/CONSERVANCY JOB CONTRACT/2021/01** dated **05/08/2021** (E-Tender ID.: **2021_AAI_84064_1**) and **your offer vide E-Bid No. 310127 dated 26/08/2021, The Airport Director**, Airports Authority of India, Kolhapur Airport has accepted your offer for 01 no of Un-skilled support staff and is pleased to place the Work Order to your firm for the **Conservancy Job contracts for Maintaining, Up-keeping & environmental support service of CNS & Airport systems at Kolhapur Airport**, as specified in NIT for Price schedule & schedule of Jobs in Annexure-IV & VI respectively for a total cost of Rs.1,68,180/- (Rupees One Lac Sixty Eight Thousand One Hundred and Eighty only), as detailed in the Price Schedule (Annexure-IV), **excluding applicable GST and Statutory charges (EPF, ESI, Bonus, etc.)** with the period of completion of **Twelve months from the date of agreement of the contract (i.e.) service commencing date.**

Terms & Conditions

1. Time Period: Work shall be commenced **within 15 days** from the date of issue of work order. Time for completion of work is **12 Months** from the date of commencement.
2. Contractor shall return one copy of work order duly sealed & signed by him on each page of the order **within seven working days along with acceptance letter** as a confirmation towards acceptance of work order.
3. The contractor shall sign (by authorized signatory) a contract agreement drawn on non-judicial stamp paper of value as per prevailing stamp rules of **Maharashtra state** in the format in **Annexure-VIII of NIT within 15 days from the date of award of work.**
4. **Performance Guarantee/Security Deposit:**
 - a. **The** contractor, whose tender is accepted, shall furnish performance guarantee by way of Security Deposit for the fulfillment of his contract, an amount equal to 3% of the work order value towards the contract.



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b. Performance Guarantee will also be accepted in form of Bank Guarantee of Nationalized Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.

c. FOR SUBMISSION OF BANK GUARANTEE

i. The contractor shall within 30 calendar days of the issue of work order, shall submit unqualified performance guarantee of 3% (Ten Per Cent) of the Work Order value to AAI in the form of an irrevocable and unconditional bank guarantee, on a Nationalized / Scheduled Bank, as per Performa attached as Appendix-V.

ii. The Performance Guarantee shall be valid for 180 days beyond the contract period or shall remain valid as per provisional extension granted by AAI. If the agency fails to extend the validity of the Performance Guarantee, the same shall be en-cashed by AAI with or without notice.

iii. The guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable

iv. The agency shall advise the branch of the bank issuing bank guarantee to send the original Bank guarantee directly to the Airports Authority of India (AAI) under Registered Post (A.D). However, in exceptional cases, where the guarantee is to be handed over by agency to the AAI for any genuine reasons, the branch shall immediately send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to the AAI with a covering letter with request to compare the same with the original received from their customer and confirm that it is in order.

v. The agency shall also advise the issuing bank branch to incorporate the address etc. of the Regional/ Controlling Branch of the issuing Branch in a suitable space in the Bank Guarantee. The A.D card shall be kept with relevant guarantee. The agency shall also advise the issuing bank branch that whenever any letter is issued by AAI to the concerned Bank Branch, for confirmation of having issued the guarantee, Branches must send the confirmation letter to the concerned authorities promptly without fail

d. Defect liability period shall be for a period of 03 Months from the certified date of completion of the contract. Security deposit shall be released after successful completion of defect liability period.

e. The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest

5. Time and extension of the contract

The time allowed for execution of the Works as specified in the Schedule or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, AAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

6. Labour laws to be complied by the Contractor

a. The contractor shall also comply with the provisions of the contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work.

The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. **No Labour below the age of fourteen years shall be employed on the work or as per latest new guidelines from Govt. of India.**

b. The contractor shall also comply with the provisions of the building and other construction workers



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(Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

c. Further the Contractor shall specifically ensure compliance of various Labour Laws/Acts including but not limited to with the following and their re-enactments/amendments/modifications:

- (i) The payment of wages Act 1936;
- (ii) The Employees Provident Fund Act, 1952;
- (iii) The Employees State Insurance Act, 1948
- (iv) The Factory Act, 1948
- (v) The Contract Labour (Regulation) Act, 1970
- (vi) The Payment of Bonus Act, 1965
- (vii) The Payment of Gratuity Act, 1972
- (viii) The Minimum Wages Act, 1948
- (ix) The Employment of Children Act, 1938
- (x) Child Labour (Prohibition and Regulation) Act, 1986
- (xi) The Motor Vehicle Act, 1988.
- (xii) Sexual harassment of women at workplace (Prevention, Prohibition and Redressal act 2013)
- (xiii) Construction Workers Welfare Cess Act, 1996
- (xiv) Contract Labour (Regulation and Abolition) Central Rules, 1971
- (xv) Payment of Bonus (amendment) Act, 2015

7. Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

8. Payment of wages:

- (i) The contractor shall pay to labour employed by him wages not less than minimum wages as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable & as per latest guide lines and amendments.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid minimum wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Airports Authority of India contractor's Labour Regulations made by AAI from time to time in regard to payment of wages , wage period, deductions from wages , recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) a. The Airport Director shall have the right to deduct from the amount due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfilment of the conditions of the contract for the benefit of the



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workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations

- b. Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labours directly or indirectly employed in the works one-day rest for 6 days' continuous work and pay wages at the same rate as for duty. In the event of default, the Airport Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labourers and pay the same to the persons entitled thereto from any money due to the contractor by the Airport Director concerned.
- (v) The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made there under from time to time.
- (vi) The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) **The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.**
- (x) The wages of every person employed by a contractor shall be paid before the expiry of seventh day of every month of the wage period in respect of which the wages are payable. The contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month.
- (xi) **The wages of the workers deployed in work are to be paid only by crediting the wages in his bank account through ECS after obtaining authorization from the contract workers to ensure timely payments to the workers. (NO CASH PAYMENT IS PERMISSIBLE).**
9. The Quantity shown in Annexure may vary during actual execution of work. You shall carry out the work as per actual site requirement.
10. The payment shall be made to the contractor on Quarterly basis after deducting statutory deductions if any, on raising the bill thereof along with satisfactory performance certificate from the concerned AAI unit in where the manpower was deployed.
11. The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, and ESI Act, 1948, amended from time to time and rules framed there under Contractor should comply the provision of Employees Provident Fund act, ESI and Bonus act as per rules. Necessary payment towards this should be made accordingly and proof of document has to submit before processing the bill. ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.



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12. The work shall be executed as mentioned in Tender Document. CNS In-Charge, Airports Authority of India Kolhapur Airport will be the Project In-Charge for this Job. Any Correspondence related to this work may be addressed to the CNS In-Charge.

13. **Wages to be paid to the Labours.**

- a) The staff shall be paid a wage not less than the minimum wages as notified by the Government of India, in their respective category.
- b) Also, all payments made to the personnel should be mandatorily through banking channels only. No cash payment to the personnel should be made under any circumstances.
- c) The payment to the workmen engaged by the contractor has to be made on or before 7th of every month.

14. The contractor has to maintain the wage & OT/Attendance register for his employees. The same has to be produced for verification of the principal employer (AAI) as and when required.

15. **Payments to the contractor.**

No mobilization Advance shall be paid. Running payments will be made quarterly basis (3 months) in the succeeding month after deducting necessary TDS and any other statutory taxes, duties, levies and any or all recoveries, penalties, etc., which the contractor might have rendered himself liable. The contractor has to submit his bill every quarter (3 months) for the completed period of month with all supporting documents as follows.

- a) GST Invoice in Duplicate.
- b) Satisfactory Completion certificate issued by CNS In-Charge.
- c) Attendance Sheet
- d) Proof of payment of wages to the labours Bank account.
- e) Copies of salary slip, wage register, EPF, ESI challan etc.
- f) Bonus payment details.
- g) B2B invoice for remittance of GST
- h) Bank account details as per Annexure-VII as per NIT

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

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the CNS In-Charge for Airport Director whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by the CNS In-Charge for Airport Director, will as far as possible be made within three months, the period being reckoned from the date of receipt of the bill by the Airport Director or his authorized representative.

16. **Paying Authority**

Bill shall be raised in favour of

The Airport Director, Airports Authority of India, Kolhapur Airport, Kolhapur - 416004., Maharashtra.

17. **INCOME TAX AND LABOUR CESS**

- a. Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.



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- b. Labour cess as per rules and regulations in force shall be deducted from the bills of the contractors and deposited with designated authorities.
18. The contract shall not be assigned or sublet without prior written approval of Airport Director.
19. Foreclosure of contract due to Abandonment or Reduction in Scope of Work: If at any time after acceptance of the tender, AAI shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Airport Director shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.
20. Contractor shall also protect and fully indemnify the AAI from any claims from contractor's workmen/employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
21. Contractor shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the AAI from any claims/penalties arising out of any infringements.
22. Contractor 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, It shall immediately report it to the appropriate Authority in AAI.
23. The all the terms, conditions and clauses stipulated in the Tender Document no. **AAI/KOP/CNS/CONSERVANCY JOB CONTRACT/2021/01 dated 05/08/2021** (E-Tender ID.: **2021_AAI_84064_1**) forms a part of this work order and shall be abide by the contractor.

-SD-

सीएनएस इन-चार्ज/ CNS IN-CHARGE
विमानपत्तन निदेशक केलिए/ FOR AIRPORT DIRECTOR
भारतीय विमानपत्तन प्राधिकरण/ AIRPORTS AUTHORITY OF INDIA
कोल्हापूर हवाईअड्डा / KOLHAPUR AIRPORT.

Copy to :1. GM(CNS-WR), AAI, RHQ-WR, Mumbai
2. GM(Finance), AAI, RHQ WR, Mumbai
3. Airport Director, AAI, Kolhapur Airport



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Annexure - IV

Price Schedule

Name of the work: "Conservancy Job contracts for Maintaining, Up-keeping & environmental support service of CNS & Airport systems at Kolhapur Airport."

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Bidders are advised to see the actual Item rate BOQ.xls file in the e-portal where in all items are listed.

Sl.No	Description	Quantity	Unit	Rate / Unit	Amount
1	2	3	4	5	6
1	Conservancy Job contracts for Maintaining, Up-keeping & environmental support service of CNS & Airport systems at Kolhapur Airport for total 01 (One) job for 26 days each in a month (i.e. 26 jobs for One Skilled and 26 Jobs for One Un-Skilled in a month), 8hrs a day working basis. <u>The rate quoted shall be inclusive of</u> 1.Current minimum wages as stipulated by the State/Central Govt., whichever is higher. 2. Cost of uniforms & shoes etc. if supplied by the Contractor. 3. Profit and overheads. 4. Charges towards making Airport entry passes, Airfield Driving permit, Police verification certificate, BCAS charges, log book & PIC charges if any etc. for the contract period. <u>The rate quoted shall be exclusive of:</u> 1) Applicable GST as given in the rate BOQ. 2) EPF 3) ESI 4) Bonus EPF, ESI and bonus shall be reimbursed by AAI as per applicable percentage of wages as stipulated by the state/central govt. on the revision of minimum wages based on actual payment to the labours by the contractor will be reimbursed as per actual. However, additional amount such as contractor's premium / profit will not be paid on this reimbursement.				
	B) Un-Skilled Worker (01 No.)	12	Month	14015.00	168180.00
	Grand Total Excluding GST, Bonus, ESI & EPF.				168180.00
	Grand Total in words	One Lac Sixty Eight Thousand One Hundred & Eighty only.			



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Annexure – VII

LETTER FOR e-PAYMENT

To,

**Airport Director,
Airports Authority of India,
Kolhapur Airport, Kolhapur,
Maharashtra – 416004.**

Subject: Request for E-Payment.

Name of the work: Conservancy Job contracts for Maintaining, Up-keeping & environmental support service of CNS & Airport systems at Kolhapur Airport.

Tender reference No: AAI/KOP/CNS/CONSERVANCY JOB CONTRACT/2021/01

Sir,

Following particulars are given for effecting E-payment in respect of our claim / Bill.

	Name of Company	
	Company Address	
	City	
	Postal Code	
	Telephone No.	
	Fax no	
	Mobile No	
	Email-Id	
	GSTN registration number	
	PAN No	
	Date from which above PAN number is valid	
	Company Bank A/c Number	
	Account holder name	
	Account holder address	
	Name of Bank / Branch	
	Branch Code	
	Bank Address	
	City	
	Mode of Payment	
	Swift code	
	RTGS/NEFT details	

We also enclose herewith a Cheque duly cancelled of our bank A/c.

Note: Any erroneous information may lead to harmful transaction for which either AAI or the Bank will not be liable / responsible.

Thanking You,

Yours Faithfully

(Authorized Signatory)