



आइ. एस. ओ. प्रमाणित एयरपोर्ट
ISO CERTIFIED AIRPORT

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

AAI/TV/CNS/S-37/WO-06/⁰⁵ Ant Annual Mntce/2022-23

16/06/2022

To
M/s Edotco Infratech(P) Ltd
Door No 1/812-9, Kerala Tower, Palachuvadu Jn,
Kakkanad West P O,
Cochin-682030

Sub: Annual antenna and allied works/maintenance contract

Ref: Tender document No. AAI/ANS/CNS/VOTV/S 37/2022 DTD 17/03/2022.

Etender Id 2022_AAI_112115

Sir,

With Reference to the above tender, Coordinating In Charge, Airports Authority Of India ,
Trivandrum International Airport is pleased to award work order to your firm for Annual Maintenance
of Antenna and allied works in CNS department of this Airport for a period of One year from
01/07/2022, extendable for one more year on the same terms and conditions of the contract.

1. Scope of Work and payment terms

- 1.1 The contractor shall do the maintenance of Antenna, Masts, Cables, Lightning Arrestors, Earth Pit and allied maintenance work as per the requirement of CNS department of AAI, Trivandrum Airport . Schedule of works are given in Annexure-1.
- 1.2 The Total amount payable for one year of the contract is Rs 1194160/- (Rupees Eleven Lakh Ninety Four Thousand One Hundred and Sixty Only) , inclusive of GST. The payment of Rs 99513/- (Rupees Ninety Nine Thousand Five Hundred and Thirteen Only) inclusive of GST will be made on successful completion of each month of the contract on production of GST Invoice. The GSTIN of this office is 32AAACA6412D1ZH

2. Details of Work

- 2.1 **Nature of work:** The work shall comprise of maintenance of various Antenna system, RF Cables, Lightning Arrestors, Earth pits etc for preventive and breakdown maintenance / repairs, including climbing on antenna masts and other outdoor works as described in **Annexure-1**.
2. It will be required to work indoors for assistance in the installation and maintenance of CNS equipment including laying and routing of RF and power Cables.
3. It will be required to work in any of the CNS units on need basis as per work allocated by CNS personnel. The job may involve work outside of normal working hours including nights. The job as described in Annexure-1 has to be carried out by deploying at least two skilled persons 6 days a week from 0930 hrs to 1800 hrs. If required for timely completion of the works in time , additional manpower shall be deployed on need basis at no extra cost to AAI.

- 4) The personnel will be required to work on top of Antenna masts / poles upto a height of 20 Mtrs. The deployed workmen should have the skills and capability to work at such environment.
- 5) Works may also include other works of similar nature besides that specified in "Annexure I", as per requirement of AAI, for maintenance of CNS systems which shall be carried out without any extra cost to AAI.
- 6) The contractor shall deploy suitably qualified/trained and experienced persons capable of carrying out the works as per work schedule for rendering efficient, expeditious, complaint free services for the areas covered under this contract, at all time during the working of contract.
- 7) Further any person deployed by the contractor, whose work or conduct is found unsatisfactory by AAI, shall be replaced immediately by the Contractor at no additional cost to AAI.
- 8) The contractor shall remove their employees from AAI premises, who are found to be failing in his/ their duties or whose presence in the premises is otherwise objectionable as assessed by the Airports Authority of India's representative / Security staff.

3. PERIOD OF CONTRACT

The contract shall be valid for an initial period of 12 (Twelve) months from the date of commencement of contract and further extendable by another 12 (Twelve) months with the prior approval of competent authority, AAI, on the same rates, terms & conditions based on satisfactory performance and mutual consent.

4. GST

- 4.1. The service covered by this contract falls under the scope of GST and the Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST.
- 4.2. The GST code and accounting code must be mentioned on each invoice / hire bill.
- 4.3. No claim on account of penalties, interest etc. if any levied by statutory authorities on account of non-compliance of provision of service tax shall be entertained.

5. CONTRACTORS OBLIGATIONS & LIABILITIES:

5.1 Security Compliance: As the site of work is in the restricted area, the contractor has to arrange for the security clearance (Police verification Certificate) which is mandatory for obtaining Airport entry passes from Bureau of Civil Aviation Security (B.C.A.S) at contractor's cost for the work force deployed under this job contract as per the procedures in vogue.

5.2. Safety measures and responsibilities: It shall be the responsibilities of the contractor that all necessary safety measures and precautions are invariably ensured while performance of the contract work and AAI shall not be responsible for any injuries / accidents suffered by the work men deployed under this contract. The contractor shall provide Safety Harness, helmets, gloves or any other safety devices required for the workmen.

5.3. The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970 the Inter-State Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Child Labour (Prohibition and Regulation) Act 1986, the Payment of Wages Act, 1936 the Workmen's Compensation Act, 1923, Employees Liability Act 1938 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time

5.4. The personnel deputed for the work to Airports Authority Of India(AAI) shall have required skill for the work and knowledge of English and local language. The personnel deputed for work shall be provided with proper uniform by the contractor and the expenditure for same will be borne by the contractor.

5.5 The contractor shall be authorized to give instructions to the personnel working at the premises of Airports Authority Of India on the matters relating to this work. Similarly, the contractor or his authorized representative shall report on all matters concerning the above to the officer nominated by Airports Authority Of India(AAI)

5.6 If the services rendered by the contractor are not up to the standard as detailed under scope of work, the same shall be brought to the notice of the firm with a view to improve the same in a stipulated period. Alternatively AAI shall take necessary action as per the provision of contract. Any complaints received in connection with the services shall be attended to by the Contractor immediately and within the time specified elsewhere in the contract, any failure will attract penalty.

5.7 The contractor has to ensure that the services are not disturbed either due to abstention or due to willful act on his staff. Maximum care and precautions shall be taken to avoid any system breakdown. In case workforce deployed by the contractor resort to any kind of industrial unrest, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.

5.8 The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month through Bank Account. The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him for the Contract.

5.9 AAI reserves the right to immediately step in and carryout a part of the work entrusted under the contract in case of any default or unsatisfactory performance by the contractor without resorting to the formalities of issuing notices, etc., for rescinding the contract and would have no claim for compensation in such cases.

5.10 The Contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor, by third parties or by central, authority or any political subdivision thereof. The contractor shall comply with the provisions of labour laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension if any.

6 PAYMENT: Monthly payments will be made in the following month after deducting any or all recoveries, deductions, penalties etc., which the contractor might have rendered himself liable as per the terms of agreement. In this regard, the assessment of AAI will be final and binding. The contractor has to submit his bill along with the satisfactory certificate obtained from AAI in the 1st week of every month for the completed month with all supporting documents .

6.1 No advance payment shall be paid to the contractor. However, the Contractor shall submit his / her monthly bills in duplicate along with work completion certificate by the User or authorized

representative for necessary payment.

6.2 AAI shall make payment of bills in order by electronic payment – RTGS/NEFT only

7 The requirements indicated are from the operation point of view; however the contractor may make necessary arrangements as per actual requirements for successful execution of the contract including various maintenance works.

The successful contractor shall comply the provision of contract labour (Regulation and Abolition) Act of 1970 and contract labour (Regulation and Abolition) Central Rules 1971 and Minimum Wages Act & Rules thereof Central and State Government.

8 **EPF & ESI:** Successful tender shall comply with EPF & ESI registration norms as applicable. The contractor shall produce the documentary evidence (self-attested copy of bank challans along with original for verification if required by AAI).

9 The payment shall be given to the worker engaged on or before the 7th day of each month and shall not be less than the latest prevailing minimum wages applicable.

10 The rate quoted by the Tenderer shall be inclusive of all statutory fees, payments to govt departments, licenses, levies etc.(excluding service tax),

11. WORKMAN'S INSURANCE

Without prejudice to the contractors liabilities and indemnity clause and associated clauses of the SCC, the contractor shall at his own cost and initiative at all times up to the successful completion of the contract to take out and maintain insurance cover from Nationalized / IRDA approved Insurance Company under the workman's compensation Act and any other industrial legislation from time to time applicable in the State of Kerala and /or at AAI providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (i.e.) in respect of workmen compensation insurance to be of value of not less than Rupees One lakh per person, it being understood that such limit is specified only for the purpose of insurance, and shall not otherwise in any manner limit the contractor liability and associated clauses there under of the SCC.

12.DEFAULTS & RECOVERIES

12.1 The Authority shall reserve the rights to fix responsibility for omissions & commissions and to impose penalty on contractor for such deficiencies in services after serving notice and giving fair opportunity to the contractor in respect of following:-

- Delay in attending to the assigned works
- Poor workmanship & damage to installations of AAI
- Negligent response for attending to any complaints

An amount of Rs. 500/- shall be levied for each lapse / incident of deficiency in service as mentioned above in addition to the cost of repair / replacement of equipment which have become faulty due to unsound workmanship or mishandling/delay in execution of work.

12.2 Dispute Resolution Committee: If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the 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 Authority; the matter in dispute shall in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the Coordination in-Charge, AAI, Trivandrum International, Trivandrum – 695008. DRC thus, constituted may act as “conciliator” and will be guided by principles of “conciliation” as included in part III of

Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligations 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. DRC will give its’ report within 45 days of its constitution.

12.3 Adjudication through Arbitration:-Except where the decision has become final, binding and conclusive in terms disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman / Member of AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been 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 dispute along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) 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.

13 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earth quake, explosions, epidemics, quarantine restrictions, bandh, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of AAI as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option to terminate the contract.

14. TERMINATION /TRANSFER OF CONTRACT

14.1 If the AAI considers that the performance of the contractor is unsatisfactory or not upto the expected standard, the AAI shall notify the same to contractor in writing and specify in detail the cause of such dissatisfaction. The AAI shall have the option to terminate the contract by giving 30 days' notice in writing to the contractor, if contractor fails to comply with the requisitions contained in the said written notice issued by the AAI and the decision of the Coordination In-Charge shall be final and binding on the Contractor.

14.2 AAI may also give Termination Notice and without compensation to the contractor to terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

14.3 The contract can be terminated by issuing 30 days' notice in writing at any time by either the party without assigning any reason and the contractor shall not cease to render the service facility until the AAI makes alternate arrangements thereof and informed the contractor accordingly. The extended period after expiry of the notice period will not, however, be more than 30 days in any case.

14.4 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.

14.5 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.

15.6 The agreement shall be deemed to have been terminated on the expiry of the contract period unless AAI has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

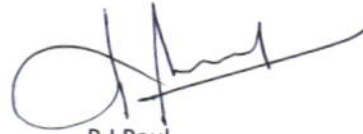
16. JURISDICTION:- The agreement including all matters with this contract, shall be governed by

the Laws of India for the time being in force and shall be subjected to exclusive jurisdiction of the Trivandrum Court only.

17. CONTRACT AGREEMENT

17.1 The NIT, General Conditions of Contract (G.C.C) , Special Condition of contract (S.C.C) as specified above and Work order placed on Successful Tenderer or any other relevant letter, shall form the part of the agreement to be made with the AAI.

17.2 The contract agreement shall be executed on a non-judicial Kerala Stamp Paper of value Rs.100/- as per AAI format and the cost of the same shall be borne by the Contractor.



P J Paul
AGM(CNS)
For CNS In Charge
AAI, Trivandrum Airport.



उप महा प्रबंधक (सं.दि.नि)
DEPUTY GENERAL MANAGER (CNS)
भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
त्रिवेन्द्रम अंतरराष्ट्रीय हवाई अड्डा
TRIVANDRUM INTERNATIONAL AIRPORT
तिरुवनंतपुरम / THIRUVANANTHAPURAM-695008.

ANNEXURE-I

Schedule of work

Sub: Antenna maintenance and Allied Works in CNS units of Airports Authority Of India , Trivandrum.

S/n	Job	Description	Number of job
1	Antenna maintenance: Maintenance of Antenna Mounted on roof top and Other Masts VHF Dipole antenna 25 Nos Yagi Antenna 14 Nos Alford Loop Antenna 49 Nos Parabolic Radar Antenna 2 Nos Mast mounted Dipole array 3 Nos Satellite Dish Antenna 2 Nos Mast Mounted long wire dipole wideband Antenna 2 Nos GPS Antennas etc Miscellaneous RF/ Network Cabling /and electrical works – as per requirement. Earth Pit and Lightning arrestors Maintenance. Aprox 40 nos earthpits	Periodic checking of Antenna, cables/ connectors and routine maintenance. Breakdown maintenance, Replacement of Antenna/ Cable/ Connectors. Antenna Installation. Laying of cable in case of new installation, Termination of cables on indoor equipment, Cleaning /Up keeping of antenna/ equipment etc. RF Cabling, Network/ Electrical cabling conduits fixing connectors etc Periodic measurement of earth resistance. Up keeping of pits.	ONE

- Note :-
- 1) Two skilled maintenance personnel shall be deployed 6 days in a week, minimum 8 hours per day, during the contract period.
 - 2) Additional manpower shall be deployed if required for timely completion of the works in time , at no extra cost to AAI.
 - 3) Basic tools and accessories shall be provided by the contractor.
 - 4) Specialized tools, and test equipments will be provided as desired by AAI.

Signature Not Verified

Digitally signed by P. J. PAUL
Date: 2022.08.17 15:52:51 IST
Location: eProcurement System for Central PSUs