

**Name of work:**  
**Computerization /Data Processing & Taxation Job in**  
**Finance department at**  
**Chandigarh International Airport Limited**

Qualifying requirements of contractors / firms.

- (i) Chartered /Cost Accountant Firms having Fifteen years' establishment with minimum three partners as on date of publication of e-bid, experience in the field of providing professional services relating to filing of income tax returns work or filling of GST returns work to Central Govt./ State Govt. / Public Sector Undertakings / governmental authorities / corporate sectors in the last 03 (Three) years and having its registered Head office in any city of Tri-city i.e. Chandigarh or Mohali (Punjab) or Panchkula (Haryana).
- (ii) Scanned copy of Agency / Firm registration certificate from Institute of Chartered Accountant of India / Cost Accountant of India containing details of firm.
- (iii) Scanned copy of Agency permanent account number (PAN).
- (iv) Scanned copy of Agencies/Firms GST Registration No.
- (v) Agencies / Firms should have valid EPF and ESI Registration No., in case the agencies / firms do not have EPF and ESI Registration Nos., they will be required to submit undertaking for submission of the same with 30 days of award.
- (vi) Client certificate for experience should show
  - a) The nature of work done,
  - b) The value of work,
  - c) The date of start and date of completion,
  - d) The actual date of completion.
- (vii) Check-List as per Annexure-I and Declaration that documents submitted are true and correct.
- (viii) Declaration regarding Blacklisting/Debaring of firm as per Annexure-II.
- (ix) Minimum Wages affidavit as per Annexure-III.
- (x) Firm having average turnover of Rs. 20.00 Lakh during last three completed preceding financial year.

**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 requisite experience.**

**(Financial Bid): -**

1. In the case of tie / same financial quote by more than one firms the work will be awarded to the senior most professional firm on the basis of the institute records.

**Name of work: Computerization/Data Processing & Taxation Job in Finance department Finance Department of Chandigarh International Airport Limited, Mohali.**

**Technical Bid Shall contain scanned copies of :**

<b>1.</b>	PAN & GST registration Certificate of the firm	
<b>2.</b>	Power of Attorney/Authorization for signing of Bid Documents.	
<b>3.</b>	Certificate from clients for requisite experience During the Last 3 Years	
<b>4.</b>	Whether experience from Govt. organization or Private sector	TDS Certificate enclosed in case of Private clients
<b>5.</b>	EPF & ESIC registration certificate or undertaking	
<b>6.</b>	EMD as per bid	
<b>7.</b>	Signed & scanned copy of Affidavit for minimum Wages. (As per Performa)	
<b>8.</b>	Declaration regarding Blacklisting/Debarring of firm (As per Performa)	
<b>9.</b>	Firm having average turnover of Rs. 20.00 Lakh of last three completed preceding financial year.	

**CHANDIGARH INTERNATIONAL AIRPORT LIMITED**  
**GUIDANCE TO BIDDERS**

Item rate Bids are invited through bidding portal **Computerization /Data Processing & Taxation Job in Finance department at Chandigarh International Airport Limited** from eligible parties having valid Permanent Account Number (PAN) and GST. Time allowed for carrying out the work would be 12 (Twelve) months with further extendable 12 (Twelve) months with the mutual consent of both the parties.

- 1 The Bids shall be in the prescribed Form are invited in two bid system:
    - i) Bid : Technical Bid.
  - a. Not more than one Bid shall be submitted by a contractor or by a firm No two or more concerns in which an individual is interested, as Proprietor and/or partner shall bid for the execution of the same works. If they do so, all such Bids shall be liable to be rejected.
  - b. Chief Executive Officer, Chandigarh International Airport Limited, Mohali-140306 shall be the Accepting Authority hereinafter, referred to as such for the purpose of this contract and Chief Financial Officer shall be Officer-In-charge for this contract.
  - c. In the event of the bid 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 bid.
  - d. Submission of e-bid by a Bidder 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.
- 2 All rates shall be quoted in the **respective Section**
  - 3 The bidder should study the complete bid document. In order to facilitate CHIAL to prepare responses, the interested bidders are requested to submit their queries if any, in bid portal only, as per procedure and according to scheduled date of the submission of e-bids. The bidders queries will be replied through e-portal only.
  - 4 **Earnest Money Deposit (EMD):**

The bid should submit the EMD as provided in the bid document.

- a. If a bidder withdraws its bid during the period of bid validity specified in the bid conditions EMD stands fortified.

**b. In the case of a successful Bidder, if the Bidder fails –**

- i. To sign the Contract agreement.
- ii. In case of any false/incorrect information/documents submitted by bidder or have some discrepancy.  
The bidder Bid which are not acceptable to the Department, then CHIAL shall without prejudice to any other right or remedy, liberty to take action against the bidder.

**5 Power of attorney/authorization for signing bid:**

- a. Only the Power of Attorney/Authorization holder of the bidder on whose name the bid has been uploaded shall sign the Bid documents.
  - b. The name and designation of the person or persons of the company who is authorized to sign shall be clearly indicated in the authority letter.
- 6 The Accepting Authority does not bind itself to accept lowest bid or any bid and reserves to himself the right of accepting the whole or any part of the bid and bidder shall be bound to perform the same at his quoted rates. No claim whatsoever will be entertained on this account
- 7 The contractors shall give a list of CHIAL employees related to him.
- 8 No officer employed in Finance Department of Airports Authority of India is allowed to work as a Contractor for a period of two years of his retirement from CHIAL, without the prior permission of Airports Authority of India.
- 9 The Bid for the work shall remain open for acceptance for a period of sixty days from the date of opening of financial Bid . If any Bidder ~~withdraws his bid~~ before the said period or makes any modifications in the terms and conditions of the Bid which are not acceptable to the Department, then CHIAL shall without prejudice to any other right or remedy, beat liberty to take action against the bidder.
- 10 On acceptance of the Bid, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer- in-Charge, Finance Department shall be communicated to the concerned Officer-in-Charge within 10 days of acceptance of award letter.
- 11 A bidder shall submit the bid which satisfies each and every condition laid down in this notice failing which the Bid will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect/false or have some discrepancy which disqualifies the firm then the CHIAL shall take the following action:
- i. Debar the firm for minimum two years to bid in CHIAL in any name/style.

- 12 All Bided rates should be inclusive of all taxes. In case of change in the rate of Tax or any provision relating to levy of Tax resulting in increase in burden of Tax on contractor after the last date and time of submission of financial bid, the contractor shall be entitled to receive any compensation for such increase in quantum of Tax payable by the contractor. Similarly recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of Tax.

**13 REJECTION OF BID: -**

- a. CHIAL reserves the right to reject all the bids or any of the bid or any part of bid without assigning any reason.
  - b. CHIAL reserves the right at its sole discretion not to award any work under this bid. CHIAL shall not pay any costs or loss incurred by the bidders in the preparation and submission of any requisite bid or technical proposal or to procure contract for any of the items described herein.  
If the bidder deliberately gives wrong information or suppress any information in his Bid, CHIAL reserves the right to reject such bid at any stage or to cancel the contract, if awarded, and to forfeit the Earnest Money, absolutely, in addition to any other appropriate/legal action.
  - c. Canvassing in any form in connection with the bids is strictly prohibited and the bids submitted by firms who resort to canvassing are liable for rejection.
  - d. Any deviation in the Bid submission procedure will be considered as non-responsive bid and liable to be rejected.
  - e. Bid in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
  - f. The bidder is expected to examine the bid document including all instructions, forms, terms, specifications, drawings, etc. Failure to furnish all information required as per the bid documents or submission of a bid not substantially responsive to the bid document in any respect may result in the rejection of the bid.
- 14 CHIAL shall be the sole judge in the matter of evaluating & accepting technical bids, Price bids and award of contract and decision of CHIAL shall be final & binding.
- 15 The rates quoted shall be firm for each item of work in the schedule which shall be inclusive of all taxes, duties.
- 16 CHIAL 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 CHIAL shall take the following action:

- a. The agency shall be liable for debarment from bidding for minimum two years in CHIAL in any name/style, apart from any other appropriate contractual / legal action.

For Chandigarh International Airport Limited

**Chief Financial Officer**  
**CHANDIGARH INTERNATIONAL AIRPORT LIMITED**  
**MOHALI-140306**

**UNDERTAKING**

I/We \_\_\_\_\_ (name and post of authorized signatory) on behalf of \_\_\_\_\_ (Name of firm) do here by solemnly affirm and declare as follows:

1. Our firm is not debarred/blacklisted by CHIAL/Airport Authority of India/Central / State Govt. Deptts./PSUs/World Bank/ADB etc. and the department is not in force as on last date of submission of proposal.
2. I/We undertake and confirm that for eligibility of similar work(s) has/have not been got executed on back to back basis through another contractor. Further that, if such a violation comes to the notice of CHIAL, then I/We shall accept the decision of CHIAL if we are debarred for bidding in CHIAL in future works. Also, if such a violation comes to the notice of CHIAL before date of start of work, The agency shall be liable for debarment from bidding in CHIAL, apart from any other appropriate contractual/legal action.
3. I/We further undertake and confirm that information/documents submitted by us are genuine, and if at any stage such documents/information found false, then we shall be liable for debarment from bidding in CHIAL, any other appropriate legal action.

Date :

Place :

**(Signature and name of the authorized)  
Signatory of the firm)**

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

**Annexure -III**

**FORMAT FOR AFFIDAVIT TOWARDS PAYMENT OF MINIMUM WAGES  
(To be executed in 100/ - Non Judicial Stamp Paper duly Notarized)**

I \_\_\_\_\_ (Name), aged \_\_\_\_\_ years, S/o  
\_\_\_\_\_(Name) Authorized Representative/ Proprietor/  
Managing Partner/ Managing Director of \_\_\_\_\_(Name of firm)  
do hereby solemnly affirm and state as follows :

I am competent to swear this affidavit on behalf of \_\_\_\_\_  
(Name of firm).

I state that, in the event of work is awarded to our firm, the wages to be paid to official  
engaged shall not be less than the minimum wages determined by appropriate  
Government Authority from time to time.

Dated this, the \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ years.

I am competent to swear this affidavit on behalf of  
\_\_\_\_\_(name of the agency) and hereby confirm that I  
am fully complying with the legal obligations with regards to payment of minimum  
wages as per minimum wages Act – 1948 and deduction of Provident Fund Authorities  
as per EPF & MP Act – 1952 and Contract Labour (Regulation and Abolition) Act, 1970.

**DEPONENT**

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



## **GENERAL TERMS AND CONDITIONS**

### **1. Definition of Terms**

- a) Authority or CHIAL shall mean Chandigarh International Airport Limited having its corporate office at Mohali and includes a duly authorized representative of CHIAL or any other person empowered in this behalf by CHIAL to discharge all or any office function.
- b) Accepting Authority shall mean the Officer empowered to accept this bid.
- c) Contract means the document containing invitation to bid, instructions to bidder, agreement/acceptance of bid, particular, general and special conditions, mutually agreed terms and conditions, which have been accepted or acted upon by the contractor. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- d) Contractor shall mean the individual or firm or company, whether incorporated or not, undertaking the works and shall include the legal, personal representative of such individual or the persons composing such firm or incorporated company, or the successors of such firm or company, as the case may be, and the permitted assigns of such individual or firm or company. The terms like Bidder, Supplier, Bidder, Manufacturer, Authorized Dealer, Specialized Contractor and Firm shall also mean the Contractor.
- e) The Officer-in-Charge means the Officer appointed by the accepting authority or his duly authorized representative who shall be the Incharge of the work for purposes of this contract i.e. Chief Financial Officer, Chandigarh International Airport Limited, Mohali.

### **2. Validity**

The bid offer shall remain valid till 90 days (Ninety days) from the date of opening of financial bid.

### **3. Payment of Security Deposit**

Successful Bidder is required to submit Security Deposit equivalent to 3 % of annual contract amount value in form of Demand Draft / Pay Order from Nationalized / Scheduled Bank/ Bank Guarantee in favour of "Chandigarh International Airport Limited", Mohali within 10 days of award of work. Otherwise, amount of Security Deposit will be deducted from Running Account (RA) bills of the firm.

This security Deposit shall be refunded on successful completion of the of the Original contract.

#### **4. Method of release of Payment**

- (i) On submission of monthly /Quarterly for Returns work, Tax Invoice duly signed /verified and completed in all the manners, the CHIAL will process and release the payment within a period of 10 working days from the date of receipt. The payment will be made to the Contractor after deduction of any OR all dues, penalties, taxes, duties, levies and other obligations which would be liable to be deducted from the Contractor under the provisions of the Contract.
- (ii) Delay on account of incomplete / late submission / Non-verification of bills by user etc. will be the responsibility of the Contractor.
- (iii) Bills should be written properly and in containing all details as prescribed in GST Law. Bills with any kind of over writings cause unnecessary delay in processing. Delay on such accounts shall be the responsibility of contractor only. Challan Copies (two self-certified photo copies) of payment made to authorities of PF and ESIC for the manpower employed by the contractor in the previous month. The contractor shall provide copies of PF and ESI challans along with monthly invoice contributions in respect of the workers engaged by him.

#### **5. Paying Authority**

On the behalf of CHIAL –Chief Financial Officer or his representative /successor in the officer will be the paying authority. Bills should be submitted to the O/o of Chief Financial officer.

#### **6. Important Notes**

- a) Financial bid of only those agencies / firms would be opened who qualify in the Technical bid.
- b) CHIAL may call for additional documents / information from bidder etc., if required for determining technical eligibility of agencies / firms for participation in the Bid.
- c) Bids shall be opened online on Portal and details will be uploaded in the portal itself as stipulated in the bid document.

## **7. SCOPE OF WORK**

### **A. Data Processing-Finance Department**

The agency shall provide 4 nos. Data Entry / Processing Operators having working experience of Data Processing / Data entry in the field of Finance & Accounts on ERP-SAP System, which, inter-alia, include data entry /Processing of various Revenue & Expenditure Transactions and 1 Finance Executive with minimum qualification of CA/CMA having working experience in the field of Finance & Accounts on accounting software System.

1. Coordination with Airlines/other agencies operating at Airport for collection of input data in order to raise bills.
2. Punching of input data/record in software for raising of bills.
3. Raising of aero-nautical/Non-aero nautical invoices.
4. Ensuring that the timely preparing of Credit Note/Debit Note of the concerned agency.
5. Forwarding of the Provisional/Final invoices to concerned agencies and getting confirmation of invoices received by the agencies.
6. Reply of the observation given by the agency regarding invoices and other official correspondence.
7. Handling B2B/B2C Account Receivables activities of traffic and non-traffic activities.
8. Traffic / Non traffic revenue Assessment
9. Traffic/Non-traffic Realization/adjustment & computation of interest on delayed payments.
10. Review of outstanding dues through analysis of credit through review of available SD/BG at regular intervals.
11. Timely preparation of MIS for debtor report for management.
12. Revenue / billing works relating to Cargo Facility
13. Responsible for collect TDS certificate for quarterly and reconciliation with the accounts.
14. Responsible for account reconciliation and resolve the issues promptly to collect the payments form debtors.
15. Bank & Cash Receipt Vouchers;
16. Deposit the cash (Non Schedule)/Cheque with the banker.
17. Raising of cash Bills on the basis of data received from ATM office.
18. Bank Reconciliation Statement.
19. E Invoicing data preparation
20. Billing of ASF invoices on behalf of NASFT.
21. Billing of Other Misc. Expenses to NASFT for reimbursement of Exps.
22. In addition to above, other works required to be carried out on need and day to day basis Relating to Financial Accounting and as required by Accounts Unit In-charge.

#### **(A) Expenditure:**

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1. Ensure all supplier invoices, Cargo and Imprest cash transactions / bill payments are posted in the finance accounting system.
2. Processing of staff expenses, Salary and other staff allowance payments.
3. Payment of CPF, GSLIC, Benevolent fund, Pension, Leave salary, staff Loan and other staff related statutory compliances.
4. Liaising with concern department regarding third party invoices as per terms and conditions.
5. Preparation of books according to applicable accounting standards and cost accounting rules.
6. Ensure all expenditure bank account reconciliations are completed and all bank transactions are recorded.
7. Ensure GST on purchase invoices and expenses is correctly recorded according to the GST Law.

8. Maintain the fixed asset register, prepare yearly depreciation charges, and review asset details with other concern deptt. to ensure asset values are up to date.
9. Reconcile all the revenue, expenditure, and current asset and liability codes within the balance sheet in the software.
10. Punching of Various Debit/Credit/Journal Vouchers and adjustment thereof;
11. Preparation & finalization of Quarterly/Half-Yearly/Annual accounts Responsible for making MIS reports timely and report to authority.
12. Preparation of data for Annual Revenue/Capital Budget for board meeting presentation.
13. Expenditure related to CISF i.e. Cost of Deployment, Medical Indoor Bill, Medical Outdoor Bill, Vehicle Maintenance Expenses, Department Expenses etc.
14. Preparation of Banking and Taxation documents for Foreign Payments on goods and services imported.
15. Maintain the detail of investment with Nationalized/Private Banks.
16. Coordination with banks for Investment of surplus funds.
17. Minting of FAR and historical data
18. In addition to above, other works required to be carried out on need and day to day basis Relating to Financial Accounting and as required by Accounts Unit In-charge.

### **(C) Data Preparation for Accounts**

1. Data preparation for compilation of final accounts along with accounting schedules of the company on quarterly, half-yearly and annual basis as per Company Act and according to the Income tax Act, cost accounting records, Ind AS, GST law and applicable statutory provisions.
2. Timely back of software data on internal and external resources. Also proper maintain the vouchers and other file records in systematically manner.

### **(D) Working for Taxation Job**

#### **a) GST**

- i. Preparation of GSTR 1
- ii. Preparation of GSTR 2A/2B and reconciliation with 3B /books
- iii. Preparation of GSTR 3B
- iv. Preparation of GSTR 7 and 7A
- v. Preparation and filling of annual returns GSTR 9 and 9C
- vi. Uploading of Tax Challans and processing of payment through Govt. Portal.
- vii. Working relating to Input tax credit as per latest amendments
- viii. Any other data required to consultant for filing and uploading the all GST returns / certificate as per requirement of GST law. Day to day Consultancy on Rules, notification and updating in law.

#### **b) Income tax and other laws**

- 1) Preparation of data for deposit of monthly TDS deducted on account of (Staff Salary, Contractor payment, TCS on Car Parking and foreign payment).
- 2) Preparation and filling of data / returns for Quarterly TDS / TCS returns.
- 3) Preparation and filling of Annual return of CHIAL
- 4) Issuance of TDS certificate to staff and contractors.
- 5) Compliance, Deduction and payment of Professional tax
- 6) Compliance, Deduction and payment work in relates to Labour Cess.
- 7) Any other data required to consultant for filing and uploading the all income Tax returns /certificate as per requirement of law.
- 8) Reconciliation of TDS with form Annual Information Statement (AIS)

## B. Direct & Indirect Taxes and Related Services

1	Filling and revision of Quarterly TDS returns and form 16/16A	Quarterly (four returns @ Rs. 3000 per return)	i)Salary, ii)TCS (Car parking), iii)TDS- Contractors, iv) TDS Foreign payments
2	Filling of Annual ITR	Annual	ITR
3	Statement of Financial Transaction/certification	Annual -61A/ as required	SFT
4	Reconciliation of TDS with Form 26AS	Quarterly	TDS deducted by Airlines / concessionaire

### A) Goods & Service Tax (GST)

Sr. No	Work nature	Periodicity	Type
1	Day to day Consultancy on Rules , notification and updating in law	Quarterly	Law & Rules updation
2	Filling and revision of monthly returns	Monthly	Two returns i)GSTR-1 (outward supply) ii)GSTR -3B (ITC and tax payment)
3	Filling of Annual GST return	Annual	GSTR 9/9C
4	Reconciliation of GST	Quarterly	GSTR-2A /GSTR-2B with books
5	Filling and revision of TDS on GST	Monthly	GSTR 7&7A Return

## 8.Prices

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- a. The Contribution of EPF on basic of Rs. 15000/- per month per person and annual ex-gratia amount equivalent to 15 day fair wages per person and medical @ Rs. 1000 per person per month shall be included in the quoted cost however same shall be deposited by the contractor and amount of EPF , medical , exgratia shall be reimbursed on the production of documentary proof.
- b. All the IT hardware and software with stationery will be provided by the CHIAL.

- c. On Non attending of the job on first reminder penalty of Rs. 500/- per day,Subsequently on second reminder penalty of Rs. 1000/- Per day onwards , and on the last reminder penalty of Rs. 5000/- per day or higher as decided by the authority.
- d. The minimum emoluments payable by the firm to staff for first year of award of work is as under\_
- e. Finance Executive is Rs. Seventy thousand per month/per executive
- f. Data entry operator Finance Department Category 1 Rs. Thirty Five thousand per operator/per month
- g. Data entry operator Finance Department Category 2 Rs. Thirty three thousand five hundred per operator/per month.
- h. The annual increase of 5.00% is allowed in subsequent year of contract period and same increased emoluments is payable by firm to the deputed staff. The contractor may be allowed to deduct from the minimum emoluments payable to their staff the amount of social security schemes, TDS, leaves, employee share of EPF, ESI and other statutory dues etc.
- i. Total 12 days of casual leave for each year is allowed to each staff deployed at CHIAL.

## **9. Completion Period**

The completion period of the contract is **12 Months**. The contract period may be extended for a further period up to 12 months, on the same terms and conditions of the contract, on mutual consent. CHIAL reserves the right to terminate the contract wholly or partially by giving 30 days' notice in writing to the contractor.

## **10. Compliance of the provisions of statutory requirements**

The contractor shall comply with all necessary rules & regulations of central/ local state government related to the contract and the contractor shall be responsible to maintain all requisite documents for reference to statutory authorities and CHIAL as & when asked for.

## **11. Qualification of Staff**

The contractor shall depute the persons as per the qualification given below, as per the requirements of Computerization of Data Entry Work (in ERP-SAP/Customized environment):

S.No.	Nos. of Person	Qualification & Experience of Staff to be deployed at Site	Working Hours
1.	4 Nos. Data processing executive- Finance	Minimum Graduation Degree, Proficiency in computer operations, having good communication skill and minimum 02-05 years /05-07 years' experience of Data Entry / processing in Finance & Accounts preferably experience in aviation Industry.	0930 hrs. to 1800 hrs. from Monday to Friday and two Saturday in a month and/or as per requirement In Gazetted Holidays days.

2.	1 No. Senior Executive Finance	Minimum CA/CMA, Proficiency in computer operations and knowledge of Taxation, Ind AS and other financial matters having minimum 2 years post Qualification Experience preferably in Aviation industry.	0930 hrs to 1800 hrs from Monday to Friday and two Saturday in a month and/or as per requirement In Gazetted Holidays days.
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The Contractor shall provide suitable manpower i.e. 04 nos. Computer Data Processing Operators, 01 nos. Finance Executive having requisite qualification indicated above for the periodicity of the contract on all working days.

The above Job Contract requirement is purely temporary/ on need basis only and it shall not form any base on any ground for any consideration / claim either from the Contractor, his Employees for seeking a regular Employment / Compensation whatsoever may be in CHIAL.

Contractor has to submit copies of qualification and experience certificates of the employees deployed on the work within 10 days after the date of award of work. An interaction before deployment shall be assured to assess suitability of the candidate purposed by CHIAL.

Authority can increase the manpower defined in BOQ-1 with 25% upper limit on the criteria defined above and on the same terms and conditions of the bid.

12. All the payments to the contract workers have to be made through RTGS/NEFT/Account Payee cheque only and Contractor has to maintain the record for fixed wages paid to contract workers.
13. Any man power found incompetent/unsuitable and/ or misbehaving and /or notcomplying with the instructions shall be replaced immediately by the contractor under the instructions of Officer-in-charge. Replacement shall be deployed immediately.

#### **14. COMMERCIAL TERMS**

- 14.1 No advance payment shall be made to the contractor, however, Monthly payment shall be made by CHIAL against the valid Tax invoice submitted by the contractor after making statutory deductions including security deposit, income tax, any penalty etc.
- 14.2 The contractor shall be responsible for the following clauses during period of contract:
  - (A) The contractor will be bound by the Labour Laws, Industrial Rules and the Contract Labour (Regulation and Abolition) Act 1970 with up to date amendments.
  - (B) The minimum rates of the wages of the staffs shall be payable as per the minimum wage Act 1948 and as per the notification of the Regional Labour Commissioner (Central) from time-to-time.
  - (C) Maintaining of all the records of workers deployed for the works as per contract labour (Regulation) and Abolition Act 1970.

- (D) The payment to the workmen engaged by the contractor has to be made on or before 7th of every month. Failing which penalty @ Rs.1000/-day will be imposed for delayed period after 7th of the current calendar month, if no justified reason is given. Delay in release of running bill not entertained or valid as reasons for non-payment or delay in payment of wages.
  - (E) The contractor has to maintain the wage register for his employees and has to be produced for verification by the principal employer (CHIAL) as and when required.
  - (F) The contractor should quote the rates very carefully in BILL OF QUANTITIES. Considering bided rates of wages & all statutory requirements as per above.
  - (G) The contractor has to obtained security clearance from BCAS . i) Forms are available on BCAS website (free of cost). BCAS website address is [www.bcasindia.gov.in](http://www.bcasindia.gov.in) . ii) There is another Formats essential to be filled by all the applicants and information given in that should be type written, signed and enclosed with relevant supporting documents in order to get security clearance with a period of 60 days in order to get Airport Entry Pass to the manpower. The cost of Airport Entry pass is to be borne by the contractor.
15. The contractor shall be responsible to establish the authenticity of all the documents.
  16. In case of absence of manpower from site (CHIAL) a proportioned recovery along with penalty shall be imposed as defined by the Officer-in-Charge and shall be deducted from the bill.
  17. Right to accept / reject the offer – The right to accept the offer in full or in part rest with CHIAL. However, CHIAL does not bind itself to accept the lowest offer and reserve to itself the right to reject any or all offers received without assigning any reason.
  18. CHIAL reserves the right to terminate the contract any time by giving one **month's notice**.
  19. The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & miscellaneous provisions Act, 1952, the Employees States Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant Workman (Regulation of employment & conditions of Service) Act, 1979, the minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Workmen's Compensation Act-1923<sup>6</sup> and other relevant Act, rules and Regulations, instruction etc. issued / enforced from time to time.

## **20. Effect and Jurisdiction of Contract**

- a) The contract shall be considered as having come in to force from the date of **issue of CHIAL's letter of acceptance of the offer**.
- b) The law applicable to this contract shall be the law enforced in India.

## **21. Interpretation**



In case of any ambiguity or difficulty in the interpretation of any of the provisions of the agreement, the interpretation of the **Officer-in-Charge** shall be final and binding.

**22. Patents, Successful Bidders Liability & Compliance of Regulations**

- c) Successful Bidder shall protect and fully indemnify the CHIAL from any claims for infringement of patents, copyright, trademark or the like.
- d) Successful Bidder shall also protect and fully indemnify the CHIAL from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives' etc. or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.
- e) Successful Bidder shall be responsible for compliance with all requirements under the laws and shall protect and completely indemnify CHIAL from any claims/penalties arising out of any infringements.
- f) Successful bidder shall be responsible for confidentiality of the data , reports and other financial records and d'not share with the third parties.

**Chief Financial Officer  
CHANDIGARH INTERNATIONAL AIRPORT LIMITED  
MOHALI-140306**