



AIRPORTS AUTHORITY OF INDIA
DEPARTMENT OF OPERATIONS
TUTICORIN AIRPORT, TUTICORIN

**MANPOWER OUTSOURCING SERVICES OF MEDICAL STAFF
FOR CONDUCTING BA TEST AT TUTICORIN AIRPORT**

Estimate Cost: Rs. 9,14,999/-
EMD: Rs. 18,300/-

AIRPORTS AUTHORITY OF INDIA
INDEX

NAME OF WORK: - MANPOWER OUTSOURCING SERVICES OF MEDICAL STAFF FOR
CONDUCTING BA TEST AT TUTICORIN AIRPORT

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This is to certify that; this Bid document contains total 18 (Eighteen) including cover page and index page numbered serially.

Sd/-
Bid Manager
For Airport Director
Tuticorin Airport

BID DOCUMENT

1) SPECIFICATIONS:

Item(s)(1):Manpower Outsourcing Services - Minimum Wage - Tamil Nadu State Government Minimum wages Gazette 2022 - Lab technician , Class - II , Zone - C

CATEGORY:

Core	
Skill Category	Tamil Nadu State Government Minimum wages Gazette 2022 - Lab technician , Class - II , Zone - C
Type of Function	Health Care/Paramedic
List of Profiles	Doctor/Staff Nurses/Paramedic/EMT
Educational Qualification	MBBS/B.SC (Nursing) /Diploma (Nursing) from recognized university
Specialization	Not Required
Post-Graduation	Not Required
Specialization for PG	Not Applicable
Experience	2 Years
Add-on	
Additional Certifications/Trainings required for the resources being hired	No
Administrative	
MSE	Yes
Start-up	Yes
Service Provider Registered Address	
State	Not Available
Zipcode	Not Available
District	Not Available
Additional Details	
Title for Optional Allowances 1	NIL

2) CONSIGNEES/REPORTING OFFICER

S. No.	Consignee/ Reporting Officer	Address	Number of Resources to be hired [®]	Additional Requirement [®]	Tamil Nadu State Government Minimum wages Gazette 2022 - Lab technician , Class - II , Zone - C
1	Vaka Abhishek Vijaykumar	Office of Airport Director, Airports Authority of India, Tuticorin Airport, Tuticorin-628103	01	Bonus (INR per day)	NA
				EDLI (INR per day)	2.5
				EPF Admin Charge (INR per day)	2.5
				Minimum daily wage (INR) exclusive of GST	972.05
				Optional Allowances 1 (INR per day) - Labour cess	NA
				Optional Allowances 2 (INR per day)	-

				ESI (INR per day)	NA
				Number of working days in a month	30
				Provident Fund (INR per day)	60
				Tenure/ Duration of Employment (in months)	24

3) DETAILS

3.1 CRITICAL DATA SHEET

Bid Start Date / Time	04.08.2023 1700hrs
Bid Duration *	12 days
Bid End Date / Time*	16.08.2023 1700hrs
Bid Opening Date / Time	17.08.2023 1100hrs
Bid Offer Validity (From End Date)*	180 days
Time to be allowed to the seller for Technical clarifications during Technical evaluation	3 days

3.2 Do You Want To Take This Bid To RA Post Technical Evaluation? - **No**

3.3 Select Evaluation method: **Total value wise evaluation**

3.4 Time to be allowed to the seller for technical clarifications during Technical Evaluation: **3 Days**

3.5 Bid Estimated Value **Rs. 9,14,999/-**

3.6 Do You Want To Display Bid Estimated Value in Bid Document? - **Yes**

3.61 Is This Procurement Subject To Public Procurement (Preference to MII) Order 2017-**Yes**

3.7 Contract Duration – **2 Years.**

3.8 Set Minimum Price for This Bid – **No**

3.9 Participant Eligibility Criterion

Average Annual Turnover (For 3 Years) (In Lakhs) – **2.75 Lakhs**

Years of Past Experience Required For Same/Similar Service - **2**

Past Experience of Similar Services – **Yes**

Payment Terms (**Number Of Days**) – **30 days**

Document Required From Seller – **Yes**

3.9.1 Experience Criteria

Client certificate for experience should show the similar 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

organization should submit” Tax deduction at source certificate” in support of their claim for having experience of stipulated value of works.

3.9.2 Bidder Turnover

Client’s should have average annual Financial turnover of **Rs. 2.75 Lakhs** against works executed during last three years ending 31st March of the previous financial year (FY 2020-21, 2021-22,2022-23). As a proof, **copy of CA certified (with UDIN)** balance sheet along with Profit and Loss Account statement of the firm, also CA certified (with UDIN) turnover certificate 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.

3.9.3 Certificate/ Documents (Requested in ATC)

- (i) Registration certificate of the Company. (Agency should be a registered firm/company having registered with similar nature of work)
- (ii) Valid NSIC/MSE/Made in India/Verified Start-ups registration certificate (If Applicable).
- (iii) Work Experience Certificate as per the clause 3.9.1
- (iv) GST registration certificate
- (v) In case of experience of private Sector, bidder has to submit TDS certificate issued by the customer in support of payment received and execution of work.
- (vi) EPF registration certificate.
- (vii) ESI registration certificate.
- (viii) Balance sheet & profit & loss statement for the last 3 years (FY 2020-21, 2021-22,2022-23) certified by CA with UDIN.
- (ix) Average Annual Turnover certificate for last 3 years (FY 2020-21, 2021-22,2022-23) certified by CA with UDIN.
- (x) Scanned Copy of PAN Card.
- (xi) Scanned Copy of EMD paid (Bank Details are provided below)

A/C HOLDER NAME	AIRPORTS AUTHORITY OF INDIA
A/C NUMBER	40533447477
BANK NAME	STATE BANK OF INDIA
BRANCH	MEENAMBAKKAM AIRPORT BRANCH, CHENNAI- 600027
IFSC	SBIN0005789

- (xii) Bid Declaration on Company Letter head. (Annexure-I).
- (xiii) Unconditional Acceptance of AAI Bid Conditions on Company Letter head (Annexure-II).
- (xiv) Undertaking regarding debarment/blacklisting on Company letter head (Annexure-III)
- (xv) Affidavit Regarding Minimum wages (Annexure-IV) (To be executed on a non-judicial Tamil Nadu stamp paper of Rs.100/- and attested by Notary Public and submitted by

Successful Bidder after award of work)

(xvi) GST Undertaking (Annexure V)

3.9.5 Do You Want To Give Exemption To Verified MSE? – **Yes**

- ✓ Years of Experience
- ✓ Turnover

3.9.6 Do You Want To Give Exemption To Verified Startups? - **Yes**

- ✓ Years of Experience
- ✓ Turnover

Excel Upload Required – No

Whether Financial Document Indicating Price Break Up Required - No

3.10 Additional Qualification/Data Required

Scope of Work & Job Description

The “- **MANPOWER OUTSOURCING SERVICES OF MEDICAL STAFF FOR CONDUCTING BA TEST AT TUTICORIN AIRPORT**” includes assisting in works related to:-

- a) Breathe Alcohol Analyzer test of officials as per regulatory requirement.
- b) Maintenance of related Records/Documents.
- c) Maintenance of Breathe Alcohol Analyzers.
- d) Creation of database related to Breathe Analyzing reports.
- e) Maintenance of Files/ registers.
- f) Typing letters/correspondence.
- g) Other related works assigned to them as per the office requirement.

3.11 Annual Turnover Required By Buyer in Crores – NA

3.12 The Bidder Should Have Executed At Least 03 No. Projects With Contract Value Not Less Than Rs. 3,66,000/- , 02 No. Projects With Contract Value Not Less Than Rs. 4,57,500/- and 01 No. Projects With Contract Value Not Less Than Rs. 7, 32,000/-For Each Contract Of Providing Manpower Services To Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies In Last 7 Financial years.

3.13 The Bidder Should Have Executed At Least 01 No. Projects with Supply of 01 Nos of Manpower in Each Contract Of Providing Manpower Services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies for in Last 7 Financial Years.

3.14 **Geographic Presence:** Office Registration Certificate – Anywhere in India

3.15 **Undertaking:** I hereby undertake that Minimum Wages Indicated during Bid Creation are as per Applicable Notification Under the Minimum Wages Act of the Government of Tamil Nadu vide through Tamil Nadu Government Gazette vide Regd No. TN/CCN/467/2012-14 dated 07.12.2022

3.16 Least Cost Method Based Evaluation (LCS) Required?: **No**

3.17 Pre-Bid Interaction Required?: **No**

4) EMD/EPBG DETAILS

Reference Price (In INR): **Rs. 9,14,999/-**

EMD Required – Yes

EMD Details

- Advisory Bank* - **State bank of India**
- Amount (In INR)* - **Rs.18,300/-**

Beneficiary Details

Name*- Airports Authority of India

Designation*- Airport Director, Tuticorin Airport

Address*- AAI- Tuticorin Airport, Vagaikulam, Tuticorin, Tamil Nadu – 628103

Bank Details are given below:

A/C HOLDER NAME	AIRPORTS AUTHORITY OF INDIA
A/C NUMBER	40533447477
BANK NAME	STATE BANK OF INDIA
BRANCH	MEENAMBAKKAM AIRPORT BRANCH, CHENNAI- 600027
IFSC	SBIN0005789

5) Splitting

Splitting is not applied

MSE Purchase Preference:

Buyer Type: Central Buyer

Do you want to provide Purchase Preference to MSE? – **Yes**

Purchase preference to MSE sellers available upto price within L1+ X% - 15%

Maximum Percentage of Bid quantity for MSE Purchase preference – 100%

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary

evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the financial year.

5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

6) T&C

Buyer Added Bid Specific ATC Clauses

Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency

1 MODE OF SUBMISSION OF BIDS

1.1 Bid for the work shall be submitted online through GEM portal. Bidder should download the Bid Documents from the GEM portal, fill up the required information and upload the same after digitally signing well in time along with authorization letter /power of attorney, if any, required.

1.2 This Bid document shall form part of the contract documents. The successful Bidder/contractor, on acceptance of his Bid by the Accepting Authority, shall within 15-days from the date of award of work sign the contract consisting of Bid Document, General conditions of contract, special/additional

condition, General and particular specifications, Bid conditions as issued at the time of invitation of Bid and acceptance thereof with any correspondence leading there to.

- 1.3 The bidder/service provider shall quote the **rate** inclusive of all taxes & duties **including GST**. The lowest Bid shall be decided on the basis of net cost to AAI which is including GST. The agency shall submit the invoice incorporating the full GST component at the time of submission of bill.

2 REJECTION OF BID

2.1 Airports Authority of India reserves the right to reject any or part of Bid without assigning any reason. The documentation submitted by Bidders shall not be returned. AAI also reserves the right at its sole discretion not to award any order under this Bid call. This decision does not commit AAI to pay any costs or loss incurred directly or indirectly what so ever.

2.2 If the Bidder deliberately gives wrong information in his Bid, AAI reserves the right to reject such Bid at any stage or to cancel the contract, if awarded, and to forfeit the Earnest Money, absolutely.

2.3 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.

2.4 No correspondence shall be entertained from the Bidders after the opening of Price bid of the Bid unless called by AAI.

2.5 Bids with incomplete/ambiguous details are liable to be rejected without seeking any further clarification.

2.6 AAI reserves the right to verify the credential submitted by the agency at any stage (before or after the award the 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 Bidding in AAI, apart from any other appropriate contractual /legal action.

2.7 Consortium/JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.

2.8 Purchase preference to Central Public Sector undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

2.9 Public procurement policy for Micro, small and medium enterprises registered under MSME shall be followed as per the directives of Government of India prevailing at the date of acceptance.

2.10 Exemption from paying Earnest Money Deposit

Micro and Small Enterprises (MSEs) – registered with District Industries Centers or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSME Act 2006, and further amendments for goods produced and service rendered –shall be exempted from paying Earnest Money Deposit (EMD).

3. DISPUTE RESOLUTION MECHANISM:

3.1 If a dispute of any kind, whatsoever, arises between AAI and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works 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; the matter in dispute shall, in the first place, be referred to the Dispute Resolution committee(DRC) appointed by RED, Airports Authority of India, Regional Head Quarters (RHQ), Southern Region, Chennai Airport, Chennai – 27.

3.2 DRC thus constituted may act as ‘conciliator’ and will be guided by principles of ‘conciliation’ as included in part III of Arbitration & conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concerned 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 up and signed by the parties. DRC will authenticate the settlement and furnish a copy to each party.

- (i) DRC will give its report within 45 days of its constitution.
 - (ii) It shall be the sole liability of the contractor (including the Contracting firm/company) to obtain and to abide by all necessary licenses/ permissions from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the contract labour (Regulations & Abolition) Act, 1970.
 - (iii) The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
4. AAI is not responsible for any delay due to link failure /internet problem etc. in respect of submission /receipt of any documents or in submission of e-Bid. Bidders who are intending to submit responsive Bids are requested to submit the same well in advance before the due date & time. It is the sole responsibility of the Bidder to make sure that the required documents /Bids are submitted in GeM Portal in time.

5. GENERAL CONDITIONS OF CONTRACT

5.1 There shall be 01 Nos of Paramedic Staff under this contract, 08 hours daily duty per person in all days of the month. Contractor shall deploy the reliever in case of any person employed under this contract is absent on any day and the cost of the reliever is included in the contract to perform the work of Breath Analyzer Test to the satisfaction of APD for a period of 24 months during operational hours, including early opening and extension of watch hours, if any. As per TAMIL NADU GOVERNMENT GAZETTE Notification under minimum wages, to arrive at monthly wages, the daily wages shall be multiplied by 30. The work force deployed for this contract shall be the regular employee of the contractor. The contractor shall be responsible for the compliance of all the provisions of all the labour laws applicable for such work force and their service condition in his own establishment and for settlement of any dispute arising out of the terms and conditions of services of the personnel.

5.2 In case you have valid security clearance, you shall furnish the same within 07 working days after issuance of Contract Order through GeM portal. In case you are required to obtain security clearance then you have to make an application in the e-Sahaj portal of BCAS within 07 working days after the issuance of Contract Order and obtain requisite security clearance from BCAS.

5.3 As the site of work is in the restricted area, the contractor is required to obtain Photo Identity Cards (PIC) for his staff, to be issued by BCAS, through Airports Authority of India, Tuticorin Airport. Police Verification Certificates are to be obtained for all the staff to be deployed by him under this contract.

- 5.4** It shall be the sole liability of the contractor (including the Contracting firm/Company) to obtain and to abide by all necessary licenses/ permissions from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (R & A) Act 1970.
- 5.5** The Contractor shall discharge obligations as provided under various applicable statutory enactments including EPF and miscellaneous provision act 1952, ESI Act 1948, the Employees State Insurance (ESI) Act 1948, the contract labour (R & A) Act 1970, the Inter State migrant workmen (Regulation of employment and conditions of service) act 1979, the Minimum Wages Act 1948, the payment of wages Act 1936, the workmen's compensation Act 1923, per Applicable Notification Under the Minimum Wages Act of the Government of Tamil Nadu vide through Tamil Nadu Government Gazette and other relevant act, rules and regulations, instructions etc. issued/enforced from time to time. As per
- 5.6** On commencement of the contract, the contractor shall continue to have valid ESI, PF code number till conclusion of the contract. AAI reserves the right to withhold any payment in running bill, if ESI, PF contribution, GST and Bonus are not paid by the contractor and satisfactory proof to that effect have not been produced along with the monthly Tax invoice by the contractor.
- 5.7** Payment of difference in wages due to increase in minimum wages by Govt. plus difference of mandatory contribution by the contractor towards PF, ESIC, Bonus due to increase in minimum wages will be reimbursed to the contractor only on production of satisfactory proof of payment to the workers.
- 5.8** The contractor shall be solely responsible for the payment of wages and other dues to the workers deployed by him latest by 7th of the subsequent month. Necessary action as deemed fit may be initiated by AAI if payments are not made to the workers latest by 7th of subsequent month. The monthly wages payment due to the workers should be remitted directly in the workers' bank account and not to be paid in any other mode. The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
- 5.9** Wherever ESI is not applicable, contractor shall take a group of Medclaim policy covering health care of minimum Rs.2 lacs/ annum for each employee including his family members (subject to maximum of 4 persons in family). As this amount is reimbursable, no payment shall be deducted from the salary of an employee. Contractor shall submit the documentary evidence of Insurance premium purchased for the employee along with other necessary documents for re-imburement.
- 5.10** AAI reserves the right to disallow the issue of tender documents to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain / Temporary / Permanent debar by any Department of AAI, AAI reserve the right to verify the credentials submitted by the agency at any stage (before or after the award the 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, the firm shall be liable for debarment for 3 (three) years from tendering in AAI, apart from any other appropriate contractual / legal action.

5.11 The following Penalties as mentioned below are leviable on the Contractor for not deploying the Manpower

S. No	Description	Recovery Rate Per Shift per person (In Rs.)
1	Absence of Paramedic Staff	1.25x times of minimum wages

- 5.12** If the continuance/performance of any of the persons deployed by the contractor is found not satisfactory, the contractor shall replace him forthwith, upon receipt of information to that effect from AAI.
- 5.13** The contractor shall brief workers thoroughly about safety/security rules like apron, taxiway, runway crossing/usage and other restrictions. Contractor shall also train workers Breath analyzer Test.
- 5.14** AAI shall have the right to terminate the contract if the service provided by the contractor is not found satisfactory after giving 15days' notice. Similarly, the case of foreclosing/abandoning the contract a written notice of 30 days shall be served by Registered Post or by hand at the respective address notwithstanding the above the contractor shall however continue to provide the services as required in the contract for further 90 days or till new Bid is awarded whichever is earlier.
- 5.15** 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 works in full but which he did not derive in consequence of the foreclosure of the whole.
- 5.16** The contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his/her employees and keep AAI indemnified from any compensation/liability. AAI will not be responsible for any injury sustained by contractor's workers during the performance of their duties and also any damages or compensation due to any dispute between him/her and his/her workers. All the persons employed shall be insured. The contractor shall comply with all provisions of Labour Acts/Enactments hitherto in force or enacted from time to time during execution of this contract and contractor shall be responsible for all liabilities arising out of these provisions. Furthermore, the contractor shall be responsible for payment of compensation, insurance etc. if any, in respect of his/her employees.
- 5.17** The contractor shall furnish all the details of the persons to be employed like Names, address, photo, age, specimen signature, Govt. ID proof, etc. and authority shall have the liberty to reject any person.
- 5.18** In case it is noticed by the Authority that the work carried out by the contractor is not up to the required standards, written notice will be given to him warning him/her of the bad state of work and asking him/her to improve upon the standards within the period specified by AAI. In the event of the authority finding that there is no improvement and the work is not being carried as per instructions, the authority will have the right to terminate the contract forthwith and forfeit the security deposit.
- 5.19** The bills submitted by the contractor shall be verified and certified by the APD or his designated officer for this purpose. Proportionate deduction from monthly bills will be made for short supply of manpower, if any.

- 5.20** Monthly running payments will be made in the following month after deducting any or all recoveries, penalties, etc. which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required latest by 5th of following month.
- 5.21** Security deposit @ 10% of gross value of the bill will be deducted from the monthly bills and the same will be refunded to the contractor after one month from the certified date of completion of the contract. Security deposit of 10% of Contract Value will also be accepted in form DD or BG of Nationalised Bank or any Scheduled Bank but not co-operative or Gramin Bank.
- 5.22** The successful Bidder or contractor on acceptance of his Bid by AAI, shall sign the contract agreement within 15 days from the date of award of the work.
- 5.23** The contract agreement shall be executed on a non-judicial stamp paper of value of Rs.100/- and the cost of the same shall be borne by the contractor.
- 5.24** The work shall commence from the 10th day after the date on which the APD-Tuticorin Airport issues written orders to commence work or from the date of handing over of site whichever is earlier. If the contractor commits default in commencing the work as aforesaid, AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- 5.25** The persons so employed shall not report for duty if not medically fit and/or under influence of alcohol or any other sedative material. The persons so employed shall not smoke, consume alcohol or any other sedative material in the operational area and while on duty.

AGREEMENT FORM

(To be printed on Rs.100/- stamp paper)

This agreement made this (date in figures & words) between Airports Authority of India a statutory corporation incorporated under the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi - 110 003 through its Airport Director, AAI, Tuticorin Airport (hereinafter referred to as "owner" or AAI which expression shall include its administrators, successors, executors and assigns of the one part and M/s.----- (hereinafter referred to as the "Contractor", which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

Whereas AAI is desirous of getting the work of "**Manpower outsourcing services of medical staff for conducting BA test at Tuticorin Airport**" (hereinafter called work) done by means of a contract, had invited Bids for this work as per Bid documents sold for this purpose. And whereas the contractor had participated in the above referred bidding vide his proposal Number ----- dt ----- and other subsequent referred letters, AAI accepted his aforesaid proposal and awarded the work to the contractor on the terms and conditions contained in its acceptance letter NO. AAI/ dt..... and documents referred to therein which have been accepted by M/s resulting into a contract.

NOW THEREFORE THIS DEED WITNESSTH AS UNDER

The Owner has awarded the contract to the contractor for the work of "**Manpower outsourcing services of medical staff for conducting BA test at Tuticorin Airport**" on the terms and conditions contained in its acceptance letter No.AAI/..... dated....and documents referred to therein, the award has taken effect from i.e. the date on which site has been taken over. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

2.0 Contract Documents:

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as contract documents)

<u>NO.</u>	<u>LETTER NO.</u>	<u>PAGE.NO</u>
------------	-------------------	----------------

1. Bid Documents
2. Bidder uploaded documents
3. All Correspondence before award of work

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform to the Bid document and what has been specifically agreed to by the owner on its letter of acceptance. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by owner in its letter of acceptance or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the agreement.

Article 3.0 conditions and covenants:

3.1 The scope of contract, consideration, terms of payment, prices adjustment taxes, wherever applicable, insurance, liquidated damages, period of completion, defects liability period and all other terms and conditions are contained in aforesaid Bid documents. The contractor shall duly perform the contract strictly and faithfully in accordance with the terms of agreement.

3.2 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Bid agreement. Any modification of the agreement shall be effected only by written instrument signed by the authorized representative of both the parties.

Article 4.1 Settlement of Disputes:

It is specifically agreed by and between the parties that all the difference or disputes arising out of the agreement or touching the Subject matter of the agreement shall be decided by the process of settlement and arbitration under the provisions of the Indian Arbitration Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall have exclusive jurisdiction over the same.

4.2 Notice of Default:

Notice of default given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered against acknowledgment due addressed to the signatories at the address mentioned here in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:

AAI/-----dated -----

In witness whereof: The parties through their duly authorized representative have executed these presents (execution of where of has been approved by the competent authorities) on the day, month and year first above mentioned at.

Contractor's Signature

Owner's Signature

WITNESS:

1.

2

BID DECLARATION
(To be submitted on Company letter head)

To
The Airport Director,
Airports Authority of India,
Tuticorin Airport

I/We have read and examined the Bid Document, schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rates & other documents and Rules referred to in the conditions of contract and all other contents in the Bid document for the work.

I/We hereby Bid for the execution of the work specified for the Airports Authority of India within the time specified in Schedule and in accordance in all respects with the Rules and Directions Conditions of contract and in respects in accordance with, such conditions so far as applicable.

We agree to keep the Bid open for one Eighty days (180) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

If I/ we fail to commence work as specified, I/we agree that A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the Bid documents upon the terms and conditions contained in Bid document. Further, I/We agree that in case of forfeiture of earnest money as aforesaid, I/We shall be debarred for participation in the re-bidding process of the work.

Further, if I/We fail to commence work as specified, I/We shall be suspended for one year and shall not be eligible to bid for AAI Bids from date of issue of suspension order.

I/We hereby declare that I/we shall treat the Bid documents and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date.....

Signatures of Contractor with Stamp

UNCONDITIONAL ACCEPTANCE
(To be submitted on Company Letter Head)

To
Airport Director
Airports Authority of India,
Tuticorin Airport.

Sir,

ACCEPTANCE OF AAI'S BID CONDITIONS

1. The Bid documents for the work "**Manpower outsourcing services of medical staff for conducting BA test at Tuticorin Airport**" 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 Bid documents made available to me/us which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accepts the Bid conditions of AAI's Bid documents in its entirety for the above work.
3. The contents of clauses of Bid Document of the Bid Documents have been noted wherein it is clarified that after unconditionally accepting the Bid conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Bid Document and the same has been followed in the present case. In case, this provisions of the Bid if found violated after opening of Bid, I/We agree that the Bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD.
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'.

Yours Faithfully

Date:

(Signature of the Bidder)

**Undertaking regarding black listing/ debarring of firm
(On Company Letter head)**

**Name Of Work : Manpower Outsourcing Services Of Medical Staff For Conducting Ba Test At
Tuticorin Airport**

To
The Airport Director,
AAI, Tuticorin Airport.

I/ We..... (Name and post of authorized signatory) on behalf of
..... (Name of firm) do hereby solemnly affirm and declare as
follows:

- (i) Our firm is not restrained / debarred / blacklisted by AAI or Central / State Govt. Depts. / PSUs / World Bank / ADB etc. and the debarment is not in force as on last date of submission of proposal.
- (ii) None of Proprietor/Partners/ Board Members/ Directors of M/s..... (Name of the Firm) has remained Proprietor / Partner / Board Member / Director in any firm which stands debarred / blacklisted by AAI or Central / State Govt. Depts. / PSUs/ World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.
- (iii) Our firm understands that if our firm either debarred before the date of opening of tender or debarred before the date of contract by AAI / MoCA / DoE(Debarment applicable for all Ministries/Departments), our bid is liable to be rejected at that stage.
- (iv) Our firm understand that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract. As deemed fit.

[Signature and name of the authorized
signatory of the firm]

Date :
Place:

Annexure- IV

(To be executed on a non-judicial Tamil Nadu stamp paper of Rs.100/- and attested by Notary Public and submitted by Successful Bidder after award of work)

MINIMUM WAGES AFFIDAVIT

We, having our Registered Office at hereinafter referred to as ‘Contractor’ which expression shall include its successors in interest and permitted assigns, do hereby solemnly affirm and declare as under:-

1. That we are the Contractor for executing the work at Tuticorin Airport.
2. That we are aware that in accordance with the Minimum Wages Act, 1948, payment of Minimum Wages to laborer’s is mandatory.
3. That we are also aware that deduction of provident fund amount at the prescribed rate and its timely deposit to the P.F. account is a legal obligation under the EPF & MP Act-1952 & Contract Labour (Regulation and Abolition) Act, 1970.
4. That we are fully observing the aforesaid legal obligations and undertake to strictly adhere to the same during the currency of the contract.
5. That we understand that in case of any failure in complying with the undertaking mentioned in the preceding paragraph, we are liable to pay the penalty that the Government may impose or any other action that may be taken having regard to the circumstances of the case.
6. That the contents of the foregoing paragraphs of this Affidavit are true to our knowledge and belief.

Executed at (Name of place) on this(date/month/year).

Signature of authorized signatory

Name :
Designation :
Office Stamp :

Witness:-
(Signature with Name & Address)

1.

2.

TO BE GIVEN IN CONTRACTOR'S LETTER HEAD

GST UNDERTAKING

This is regarding the work: **Manpower Outsourcing Services Of Medical Staff For Conducting Ba Test At Tuticorin Airport**

I Mr./Mrs. _____ proprietor/partner/Director of M/s. _____ do hereby undertake:

1. That, My/Our concern is registered under GST and compliance of GST provision.
2. That, In case of noncompliance of GST provisions and blockage of any input credit, I/our concern shall be responsible to indemnify AAI.
3. That, all input credits have been passed on to AAI by me/our concern.

(Signature of the Contractor with seal)

Date: _____

Place: _____

Name & Signature of Contractor / Firm
(With official rubber stamp)

Date: _____