



AIRPORTS AUTHORITY OF INDIA TIRUPATI AIRPORT, RENIGUNTA - 517520

Additional Terms & Conditions

Name of work: Construction of ATC Tower cum Technical Block including Maintenance, Operation and AICMC at Tirupati Airport

SH: Job contract for providing Technical & Secretarial service.

Estimated cost : Rs.21,94,667/- (Inclusive of Bidder profit and GST)

Earnest money deposit : Rs.43,893/-

EPBG : 3% on award value to be submitted within 30 days from the date of award of work.

Period of Contract : 12 Months

Last Date of submission of Bid through GeM Portal : 04.07.2024 at 18:00 Hrs

BID SCHEDULE

Name of work : Construction of ATC Tower cum Technical Block including Maintenance, Operation and AICMC at Tirupati Airport
SH: Job contract for providing Technical & Secretarial service

1	GeM ID	
2	Estimated cost	Rs.21,94,667/- (Inclusive of Bidder profit and GST)
3	Period of Contract	12 months
4	Earnest money deposit	Rs.43,893/-
5	PBG	Yes 3% on award value to be submitted within 30 days from the date of award of work.
6	Bid Publishing date	13.06.2024

Sl. No	Activity	Date
1	Bid start date	13.06.2024
2	Bid End date	04.07.2024 at 18:00 Hrs

Note:

- a. AAI may at its direction may extend / change the schedule of any activity by intimating the bidder through a notification on the GeM portal (<http://gem.gov.in>)
- b. Corrigendum if any, will be uploaded only on GeM portal. It is the responsibility of bidders to check at the website regularly

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Operation and AICMC at Tirupati Airport
SH: Job contract for providing Technical & Secretarial service**

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Certified that this NIT contains pages 0 1-37 (One to Thirty-Seven) only.

-Sd/-
**Sr. Manager (Engg-Civil),AAI,
Tirupati Airport.**

GENERAL SCOPE OF WORK

Name of work : Construction of ATC Tower cum Technical Block including Maintenance, Operation and AICMC at Tirupati Airport

SH: Job contract for providing Technical & Secretarial service

The firm has to depute manpower for the above work as mentioned below: -

S.No.	Description of Manpower	Total No. of persons to bedeployed perday	Minimum Educational Qualification & Experience	Rate /Daily wages in Rs. (Excl. EPF & ESI and Bonus)
1.	Technical Assistant (Civil Engineer)	02 No's	Engineering Degree or Diploma with 3 year experience.	Rs. 862.00
2.	Office Assistant	03 No's	Any Degree with minimum 2 years Experience	Rs. 734.00
3.	Office Attendant	01 No.	(12th Qualified)	Rs. 522.00

- a. The Tenderer have to quote their Percentage for "Contractor's Profit and Overheads" on the wages to be paid for the persons under this contract. The percentage to be quoted in +ve and not to be in -ve.
- b. The Tenderer quote Amount Including GST as above to be mentioned on GEM Portal.
- c. Wages mentioned in Sl. No.1 are Fixed wages as per State / Central Wages.



AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT, RENIGUNTA - 517520.

Ref. No.: AAI/TPT/Engg(C)/New ATC Tower/Technical Services/2024-25 Date: 13.06.2024
(GeM Bid No. GEM/2024/B/5046049)

Percentage rate e-tenders are invited through the GeM portal by Sr. Manager (Engg-Civil), (Bid Manager), Airports Authority of India, Tirupati Airport, Renigunta-517520, Telephone No. 9908190343 on behalf of Chairman, A.A.I from the eligible agencies for the work of **“Construction of ATC Tower cum Technical Block including Maintenance, Operation and AICMC at Tirupati Airport. SH: Job contract for providing Technical & Secretarial Service”** at an estimated cost of **Rs.21,94,667/-** (Rupees Twenty-One Lakhs Ninety Four Thousand Six Hundred Sixty Seven only) **(Inclusive of Bidder profit and GST)** with period of completion **12 (Twelve) months**. The scope of work includes providing Technical Assistant, Office Assistant, Office Attendant with required qualification.

For participating in the tender, tenders have to pay **EMD of Rs.43,893/-** only through GeM portal.

1. Qualifying requirement of the Contractors / Tenderers containing the following:

1. Scanned copy of Permanent Account Number (PAN) and GST Registration Number.
2. Scanned Copy of Valid NSIC/MSME registration and Competency certificate from NSIC if applicable.
3. Scanned copy of Declaration (For MSME Units only) (Proforma given in Annexure-E) if applicable.
4. Scanned copy of signed Unconditional Acceptance of AAI's Tender Conditions as per Annexure-A.
5. Scanned copy of "Affidavit" regarding minimum wages as per Annexure-B.
6. Scanned copy of "Undertaking" regarding GST as per Annexure-C on Company's Letter Head.
7. Scanned copy of "Undertaking" regarding Blacklisting/Debarment as per Annexure-D on Company's Letter Head
8. Scanned copy of EPF & ESI registration.
9. Should have satisfactorily completed (#Phase / Part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted) three works, each of **Rs.8,77,867/-** Or two works, each of **Rs.10,97,334/-** Or One work of **Rs.17,55,734/-** in single contract of **Similar Nature of Work like, job contract for supply of manpower (Technical Assistant, Office Assistant & Office Attendant)** during last seven years ending last date (extended date) of submission of bid.

The values of works mentioned above for qualification are inclusive of GST.

The experience certificates should clearly mention if the project value is inclusive or exclusive of GST. The experience certificates of works completed pre-GST era, completion amount will be divided by 1.12 (to exclude pre-GST tax of VAT 12%) to make it at par with experience certificates of post GST era but excluding GST.

10. The value of executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date (extending date) of submission of bid".

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Tenderers showing work experience certificate from non-government / non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate(s) along with a Certificate issued by Registered Chartered Accountant, clearly specifying the name of work, Total payment received against the work and TDS amount for the work.

11. Should have annualized average financial turnover **Rs.6,58,400/-** against works executed during last three years ending 31st March of the previous Financial Years. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement issued **with UDIN** by certified Chartered Accountant of the tenderer should be submitted along with the application. Tenderers showing continuous losses during the **last three years** in the balance sheet shall be summarily rejected.
12. The Tenderer should have a minimum net worth of **Rs.3,29,200/-** issued **with UDIN** by certified Chartered Accountant as per Performa-I on Company's Letter Head.

General Scope of Work: The firm has to provide Engineer (Civil), Office Assistant & Office Attendant staff at Tirupati Airport. The firm has to depute manpower for the above work as mentioned below: -

Sl. No.	Description of Manpower	Total No. of persons to be deployed per day	Minimum Educational Qualification & Experience
1.	Technical Assistant (Civil)	02 No's	Engineering Degree or Diploma with 3 years of experience.
2.	Office Assistant	03 No's	Any Degree with minimum 2 years of Experience
3.	Office Attendant	01 No.	(12th Qualified)

- a. **The Tenderer have to quote their Percentage for "Contractor's Profit and Overheads" on the wages to be paid for the persons under this contract. The percentage to be quoted in +ve and not to be in -ve.**

- b. The Tenderer quote Amount Including GST as above to be mentioned on GEM Portal.

However, EIC reserve the rights to relax above mentioned educational requirement and experience criteria for any specialized skilled person suitable to site requirements. In case of absence of staff from duty recovery will be made prorate basis of the quoted rates of the contractor. **(Number of working days in a month for this purpose shall be taken as (26 + 4 days)).**

- a. If any worker engaged is found to be not suitable for the position, the contractor has to remove the person from the site immediately and has to depute his substitute. The decision of Sr. Manager (E-C) shall be final and binding to the contractor in this regard.
- b. In case of leave of any staff, a substitute has to be arranged by the contractor who has the required qualification and adequate experience.
- c. AAI may increase the total number of staff up to 25% during the currency of contract

including extended period, depending on its requirement, on the same rates, terms & conditions as stipulated in the contract and the same shall be obligatory and binding on the contractor. Any variation in quantity beyond this will be mutually agreed upon by the AAI and the contractor.

- d. In case scope of work reduces or requirement ceases altogether, AAI reserves the right to decrease the manpower wholly or partly at any time during the currency of the contract.

e. **NATURE OF WORK:**

1. Engineer (Civil) (BE/B.Tech):

Technical Assistant/ Quantity surveyor having(Engineering Degree or Diploma with 3 years of experience) in Civil engineering for Assisting field engineers in taking measurements, Taking levels with auto level and doing survey with Total Station instruments, preparation of bills, plotting Auto Cad drawings, Preparation of estimates, other miscellaneous works and supervising of bitumen, concrete and earth works at site and other day to day works as and when required by AAI and as per the direction of Engineer in charge.

2. Office Assistant, (Any Degree):

(Office Assistant) like taking dictation & typing, filing, dispatching, assisting to verify tenders, bills, making statements, correspondence letters, estimates, taking photocopy etc. by engaging the appropriate skilled people and delivering the services as and when required by AAI and as per the direction of Engineer-in-charge.

3. Office Attendant, (12th Qualified)

(Office Attendant / helper) for making photo copy of office documents maintaining peon book, attending day to day miscellaneous office and site works at AAI offices by engaging the appropriate people as per the directions of Engineer-in-charge

- f. The bio-data of the persons to be deployed shall be submitted to the Engineer-in-charge and on approval only they should be deployed in the work.
- g. An attendance record to this extent shall be maintained by the contractor for all such staff. AAI shall be at liberty to return the person/s deployed at any time if the capabilities of the staff are found to be inadequate.
- h. The contractor shall employ only Indian Nationals and verify their antecedents and loyalty before employing them on work. He shall ensure that no person of doubtful antecedents and nationality is in any way associated with the work.
- i. The contractor shall, on request from the Sr. Manager (E-C) promptly cease to employ in connection with the contract and replace any person whose continued employment in connection there with this, in the opinion of the Sr. Manager (E-C) undesirable. He shall not be re-employed in connection with contract without the written permission of the Sr. Manager (E-C). The decision of the Sr. Manager (E-C) upon any matter arising under these conditions shall be final and conclusive.

- 2. Income tax deductions shall be made from all payments made to the contractor as per the rules and regulations in force in accordance with the income tax act prevailing from time to time.

3. The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- and cost of the stamp paper shall be borne by the contractor. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 10 days from the stipulated date of start of the work. No payment for the work done will be made unless contract in form of agreement is signed by the contractor.

4. VALIDITY OF TENDER

The Tender for the work shall remain open for acceptance for a period of Ninety (90) days from the date of opening of Financial Bid.

5. Earnest Money Deposit (EMD):

(i) EMD of **Rs. 43,893/-** is to be remitted online through RTGS/Internet Banking in AAI Bank Account whose details are details given at **Annexure-I** ~~or through offline mode in form of Bank Guarantee (BG) paper form from a Nationalized or any scheduled bank but not from Co-Operative or Gramin/ Rural bank (scheduled or Non-scheduled banks) (As per Annexure-J) and original BG should reach the office of Bid Manager within 3 days from the last date of submission of bid)~~ failing which Bid shall be summarily rejected.

(ii) EMD of unsuccessful Bidders shall be returned within 15 working days, after Award of Contract. No interest or any other expenses, whatsoever, will be payable by AAI on the EMD. On acceptance of the Bid, EMD of successful Bidder shall be treated as part of the Security Deposit.

(iii) The EMD will be forfeited under the following conditions: -

a. If any Bidder withdraws his Tender before the validity period of Tender or makes any modifications in the terms and conditions of the Tender which are not acceptable to AAI, then the AAI shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely.

b. The EMD will be forfeited if the contractor fails to comply with any terms and condition of this tender documents without prejudice to other right of AAI under this contract.

c. Any Bidder who does not accept the offer after its award in their favor would result into forfeiture of their EMD and action will be taken to debar from future participation in Tender for a period of 1 (one) year.

d. If the credential submitted by the firm is found to be incorrect or have some discrepancy at any stage (before or after award of the work) which disqualifies the firm, then the EMD submitted by the Firm will be forfeited and the firm will be debarred from tendering for a period of 3 (three) years apart from any other appropriate/ legal action as deemed fit.

6. Performance Guarantee:

i) The contractor shall submit an irrevocable Performance Guarantee of **3% (Three percent)** of the Tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) **within 30 days from the date of issue of award letter**. This guarantee shall be in the form of Guarantee Bonds of any Scheduled bank but not Co-operative or Gramin bank.

ii) In case the contractor fails to deposit performance guarantee within the stipulated period, no payment will be released to the contractor for the work done in respect of 1st running account bill.

- iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 180 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- iv) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the AAI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b. Failure by the contractor to pay the Chairman, AAI any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-Charge.
- v) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Chairman, AAI.

The Bank Guarantee (PBG/BG-SD/FBG) should be submitted in accordance with the bank details as given below:

CORPORATE NAME : AIRPORTS AUTHORITY OF INDIA
BANK NAME : ICICI BANK
IFSC CODE : ICIC0000007
BG ADVISING MESSAGE : IFN760COV (BG ISSUE)
: IFN767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE (7037): AAITRIPATI

While submitting the documents to BG issuing bank, the tenderer will also submit letter to the issuing bank as per the format mentioned in Annexure K-2.

Based on the above inputs from the tenderer, the BG confirmation message through SFMS should be triggered to the beneficiary bank i.e., ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective AAI units.

7. Security Deposit:

- a. Security deposit @ 7% of gross value of the bill will be deducted from the monthly bills and the same will be refunded to the contractor after six months from the certified date of completion of the contract. EMD will be adjusted in RA bills.
- b. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above.
- c. No interest or any other expense whatsoever on security deposit is payable by AAI.
- d. After termination / expiry of the contract, the security deposit held by the AAI will be released to the contractor after completion of DLP subject to realization of dues, if any to be made from the contractor.
- e. AAI shall have unqualified option to forfeit the S.D if the contractor failed to carryout the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAI. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the S.D. AAI shall also have the rights to forfeit or appropriate towards

the damages or losses that may be sustained by AAI due to any act / commission or defaults by the Contractor.

8. The payment to the contractor shall be released after deducting IT and statutory recoveries etc., if any.
9. The bidders/ service providers shall **quote the rate inclusive of all taxes & duties and including GST.**
10. 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.
11. **Period Contract:** The service contract shall be for a period of **12 (Twelve) Months** from the 10th (Ten) day of issue of work order or date of handing over of site whichever is earlier. The contract period can be extended for further period of 03 months on the same terms and conditions of the agreement. AAI reserves the right to terminate the contract fully or partially by giving 30 days' notice in writing to the contractor. If in the opinion of the Engineer-In- Charge, it is observed that the contractor is not doing the works satisfactorily as per the terms and conditions of contract, and then the contract can be terminated with immediate effect without giving any reasons thereof. The contract shall not form any base on any ground for any consideration / claim either from the Contractor or his Employees for seeking regular employment/ compensation whatsoever in AAI.
12. **Entry Pass:** The work site lies in restricted area. The contractor shall apply in writing in advance for issue of necessary entry passes of workmen engaged by him. The Office/Airport premises are an essential service covered under the maintenance of essential service Act and hence disruption of services rendered will be a statutory offence. The necessary police verification etc. as required for entry passes will be the responsibility of the contractor. All expenditure towards arranging security passes shall be borne by the Agency.
13. **Security:** The contractor and his employees shall abide by security regulation framed by AAI / BCAS or Police Authorities and submit necessary documents through E-Sahaj portal. Any worker of the contractor whose presence is found undesirable in AAI premises, shall not be allowed to work. The Contractor shall be fully responsible for the satisfactorily working of his staff.

The Contractor shall fulfil the following requirements which are mandatory for obtaining Aerodrome Entry Permits (AEPs) prior to the commencement of operations at Tirupati Airport:

- a. The Contractor shall obtain Security Clearance (through E-sahaj portal of Govt. of India/link via BCAS website) for the Company from Bureau of Civil Aviation Security (BCAS).
- b. The Contractor shall obtain the approval of Entity's Security Programme from BCAS.
- c. The Contractor shall undertake Police Background Checks of the employees recruited and obtain Police Verification Certificate (PVC) from concerned Police Commissioner in respect of their employees (PVC obtained by the individual prior to the employment is not valid). Background checks shall be conducted at all the places of the applicant's residence in the previous one year and of his criminal history, if any. A valid Indian Passport issued in the previous 05 years shall be considered in lieu of

background check, provided there is no change in the residential address.

- d. After obtaining Police Verification Certificate, the Contractor shall ensure that their employees shall attend one-day AVSEC Awareness Training arranged by the airport operator.
- e. Loss of passes shall be intimated immediately by the contractor to the Airport Operations Department who will further inform to concerned RDCOS (CA) BCAS through APSU/ASG and also to the concerned Police Station. It should also be notified to other gates to prevent misuse. BCAS authority will charge penalty prevailing from time to time per token lost and the amount should be deposited immediately and receipt should be obtained. Non-payment and delay will lead to stopping of issuance of further passes.
- f. Any other rules imposed by the regulatory authority from time to time due to security reason will be applicable to the contractor.
- g. If the contractor is found to violate any of the security regulations, he shall be black listed in addition to being subjected to other legal proceedings.**

14. Statutory & Regulatory Clauses: The contractor has to discharge all the obligations as provided under various statutory enactment including the EPF/ESI /Contract Labour (Regulation and abolition)/ Minimum Wages / Payment of Wages / Workmen's Compensation / Works Contract and other relevant Acts, Rules and Regulations in force and as amended from time to time in the State, as applicable. The engagement and employment of workers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be violation of this contract AAI may ask the contractor to produce documents to verify that these provisions/laws are complied by the contractor. The contractor has to follow the local security/safety rules & regulations and such instruction on restricted hours of work as may be imposed on him by the department/local authorities, while working in security restricted zones and no claim whatsoever on account of this, will be entertained. Contractor has to submit the details of staff such as qualification documents and experience letters of the staff, the CV. The decision of Sr. Manager (E-C), to accept or reject any candidate on the basis of lack of experience, qualification, lack of skills required for job, will be final and binding on the Agency.

- 15.** The contractor shall have to register with PF & ESIC (where ever applicable) for workmen engaged for the work & challans / deposit receipts of PF & ESI contribution shall be submitted in AAI office for verification, or the time of submission of bill.
- 16.** The payment to the workmen's engaged by the contractor is to be paid through NEFT/ RTGS/ Cheque on or before 7th of every month irrespective of Saturday, Sunday and bank holidays. If any violation with respect to payment of wages for any two months in a contract period, necessary action for cancellation of contract debarring of the agency for participating in future contracts in AAI shall be initiated. The agency will not be allowed to participate in any of the tendering process on AAI till finalization of the decision.
- 17.** The paid wages for the deployed employees are always more than minimum wages of State / Central wages which are higher time to time. **The daily wages (Excluding EPF, ESI and Bonus) for 8 hours duty per day (from 09:30 AM to 6:00 PM) to be paid by the contractor**

for the persons deployed under this contract will not be lesser than Rs.862.00 per day for Engineer (Civil) (Highly Skilled), Rs. 734.00 per day for Office Assistant (Skilled) & Rs. 522.00 per day for Office Attendant (Unskilled). In addition to above para any increase in wage/DA, Statutory Payments as per state / Central Govt order will be payable to the deployed persons and same will be reimbursed to the agency on submission of documentary evidence.

18. No advance payment shall be made to the contractor. However, the Contractor shall submit his / her monthly bills in duplicate for necessary payment. The agency shall submit computerized bill in every month along with all the documents related with PF, ESIC to AAI if applicable. Payments made to the agency after recovering statutory deductions like income tax etc.

19. TAXES & OTHER CHARGES

Income Tax or any other taxes / Cess as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and requisite TDS certificate will be issued.

20. ACCIDENT / DAMAGES / CLAIMS

- a. AAI shall not be responsible for any injury, accident, mis-happening of any kind to the staff while performing their duties. It shall be responsibility of the contractor to meet all such expenses, as per provisions of law. The contractor shall indemnify AAI against any such claim / compensation.
- b. The Contractor shall provide all the safety gadgets including Personal Protective Equipment (PPEs) like safety belts, helmets, safety boots etc. for the Engineers for the works at the site.
- c. The contractor shall be responsible for the acts and / or accidents committed by the person employed by him either inside or outside operational area of Airport.
- d. In the event of any dispute, the decision of AAI shall be final and binding on the contractor.

21. WORKMAN'S INSURANCE

- a. 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.
- b. Without prejudice to the contractor's liabilities and indemnity clause and associated clauses of the Conditions of Contract, 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 Andhra Pradesh 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 Conditions of Contract. **Quoted rates are inclusive of this. Nothing extra shall be paid on this account.**

22. PAYMENT TERMS:

- a. No advance payment shall be made to the contractor. However, the Contractor shall submit his / her monthly bills in duplicate for necessary payment with Wage Register, Attendance Register, Monthly challans of EPF &ESI Deposits with EPF/ESI/Bonus system generated documents of payments & copy of e-transfer of wages to labours.
- b. AAI shall make payment of RA bills through electronic mode.
- c. In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.
- d. Final Bill Payment:- The total amount of final bill worked out at the accepted tender rates, if found to be more than the amount worked out at the quoted rate of second lowest tender, then the contractor shall be paid lower of the two.

23. CONTRACTORS OBLIGATIONS & LIABILITIES:

- a. The contractor shall on award of the contract, furnish the list containing names and addresses of his workers along with Police Verification Report, so as to enable the AAI to check the character and antecedents and to entry within the restricted area(s) if required. The contractor shall get AAI's approval for the workers engaged.
- b. The contractor has to arrange / co-ordinate for issuing necessary Airport Entry Pass (AEP) for his workers as per prevailing BCAS / AAI rules. The necessary fee required for issuance of AEP etc. as per prevailing BCAS / AAI rules has to be borne by the contractor if required.
- c. It shall be the sole liability of the contractor to obtain and to abide by all necessary licenses/permission from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act 1970 in respect of Contract of AAI.
- d. The contractor shall register himself with Local Labour Licensing Authority and obtain Labour License Number in this regard on award of work.
- e. The Agency shall have valid/operative PF and ESI Registration Certificates. Payments towards the EPF/ESI shall be paid by the contractor directly to the concerned governing bodies as per existing rules and the proof of the statement shall be submitted to AAI on monthly basis. **ESI & EPF (Employer contribution) paid to the statutory authorities by the contractor and BONUS amount will be reimbursed to agency on actual basis on submission of documentary evidence excluding contractor profit and labour cess in next bill or after the final bill**
- f. The contractor has to produce the original copy of challan towards EPF & ESI Deposits to the Sr. Manager (E-C) or his representative and submit the certified photocopies of challan failing which payment shall not be made till the submission of above documents. Submission of remittance proof shall be commenced from subsequent month.
- g. Contractor shall cover all of the workmen employed for this work under Medi-claim Insurance Policy for a minimum claim of Rs.2,00,000/- covered for unlimited incidents/events for those who are not covered under ESI. **The premium paid for Medi-claim Insurance Policy for a minimum claim of Rs. 2,00,000/- covered for unlimited incidents/events for those who are not covered under ESI shall be Reimbursed on actual basis on production of documentary proof excluding contractors profit and labour cess in next bill or after the final bill.**

- h. The Contractor shall submit a list of his workers who will be deployed along with their Bank Account No. / e-payment details for disbursement of salary by the contractor and any other relevant details as per requirement of this contract. The EPF & ESI Account No. of the workers deployed by the contractor for this contract shall also be submitted within one month from the date of award of the contract.
- i. 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.
- j. The contractor has to produce the photocopy (self-attested) of the Challan of the EPF & ESI paid to the concerned Regulatory Bodies, Statement of minimum wages paid through cheque or e-payment details thereof, for each month to their workers at the time of submission of bills. No payment shall be made to the firm without submission of these documents for verification.
- k. The contractor shall be solely responsible for the payment of Wages, Bonus, National Holidays and Labour Day and other dues to the personnel deployed by him on or before **7th of the subsequent month** through Bank Account. Copy of documentary evidence of payment of wages to be submitted at the time of submission of bills by the contractor. 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.
- l. The Contractor shall defend & indemnify AAI 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.
- m. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- n. Containment of COVID-19: It is the responsibility of the contractor to ensure at his own cost that the persons employed by him are adhering to the guidelines issued by Central/State Governments and appropriate bodies for containment of COVID-19 and nothing extra shall be paid on this account to the contractor. The contractor shall also ensure the supply of face mask, hand sanitizer, hand gloves, facility for frequent hand wash with soap, thermal screening etc. and the persons deployed are following respiratory etiquettes, installation of Arogya Setu app in the individual phones, etc. The asymptomatic persons alone shall be deployed for the work.

24. DEFAULTS & RECOVERIES

- a. The contractor has to deposit PF & ESI at prevailing rates for the persons deployed in the work regularly, failing which recovery / withheld @ 25% & 4% on work done amount against PF & ESI respectively shall be made from their RA Bills.

The contractor has to disburse the wages on or before **7th of succeeding month** failing which recovery shall be made to the maximum of 10% of the contract value in subsequent RA Bills.

25. The disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract of breach thereof shall be settled through:

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

Through Mediation: All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may involve arbitration through sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para (i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

When the amount involved is above 25 Crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrator shall appoint the Presiding Arbitrator.

When the amount involved is Rs.25.00 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman / Member, AAI, after obtaining consent of the other party, as per format annexed as Annexure 'H'.

Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter-VA of the Airports Authority of India Act, 1994.

For the purpose of the above 'Initial Statement of Claim' should be taken into consideration for deciding individual arbitrator or Tribunal of the Dispute Resolution Clause.

26. 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.

27. TERMINATION OF CONTRACT

- a. If the AAI considers that the quality or efficiency of the work performed by the contractor is unsatisfactory or not up to the expected standard, the AAI shall notify the 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.
- b. AAI may also give written 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.
- c. The contract can be terminated by issuing 30 days' notice in writing at any time by either of 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.
- d. 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.
- e. 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 for the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.
- f. 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.

28. SUBLETTING OF CONTRACT

The work shall not be sublet / assigned directly or indirectly to other agencies without prior written consent of the competent authority of the AAI.

29. SUFFICIENCY OF TENDER

- a) Particulars and data furnished in the various sections of the tender documents need not be taken as complete by themselves. They are intended to serve as rough guidance only for the contractor to quote for the rate tender.
- b) They shall also obtain for themselves all necessary information as to risks, contingencies and other circumstances, which may affect or influence their tender. No extra charges consequent on any insufficient appreciation or otherwise shall be allowed. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of works / items, qualities or in bills; of quantities which rates and prices shall expect as provided, cover all his obligations under the contract and all the matters and things necessary for the proper completion and maintenance of the works.
- c) Should there be any discrepancy in or any doubt or obscurity as to the meaning of any of the tender documents, clarification should be sought for in writing sufficiently in advance of the last date fixed for the receipt of the tender from the concerned Sr. Manager (Engg-Civil) / Jt. General Manager (Engg-Civil). The department will have a right to make any amendments in the tender documents and any such changes will be intimated to the tenderer at least three days before the date fixed for receipt of tender.

30. BYE-LAWS

The contractor shall comply with all by laws and regulations of local and statutory authorities having jurisdiction over the work and shall be responsible for payment of all fees, other charges and giving, receiving of all necessary notices and keeping the Engineer-in-charge informed of the said complaints with the by-laws, payment made, and notice issued and received.

The contractor should indemnify the authority against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machinery or materials used for in connection with the work or temporary works and from/against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect of or in relation there to.

The contractor shall take responsibility for all actions arising from such claims and shall himself pay all royalties, license fees, damages, cost and charges of all and every shortfall that may be legally incurred in respect thereof.

Contractor shall be responsible for the police and antecedent verification of the personnel employed by him in the operational area and shall indemnify the department of any security problems arising thereof.

31. INSTRUCTIONS AND NOTICES

- (i) Subject as otherwise provided in this contract, all notices to be given on behalf of the department and all other actions to be taken on its behalf, may be given or taken by the Sr. Manager (E-C) or any officer, for the time being entrusted with the function of duties

and powers of the Sr. Manager (E-C).

- (ii) All instructions, notices and communication, etc. under the contract shall be given in writing and if sent by registered post to the last known place, of above or the business of the contractor, shall be deemed to have been served on the date on which in the ordinary course of post, these would have been delivered to him.

32. 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 Tirupati District Court, Tirupati only.

33. Consortium / Joint Ventures companies shall not be permitted.

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

35. Concessions to Indian Micro & Small Enterprises (MSEs) units: -

As per the provisions (para-10) of public procurement policy for MSRs order 2012, MSEs (Micro & Small Enterprises) registered with IDIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc. Only following concessions shall be applicable and extended to the MSEs i.e.,

- i. Exemption of Earnest money Deposit (EMD): Exemption of EMD will be given for the eligible MSME units, option of “**EMD through BG or EMD Exemption**” will be enabled so that the bidders will be able to upload copy of Exemption certificate as per tender terms and condition in the GEM portal.

36. PROCEDURE FOR EXEMPTION OF EMD FOR NSIC/MSEs:

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 MSMED act 2006.

The following procedure is adopted for the bidders registered with NSIC / MSEs:

- a. Bidder shall produce documentary proof in Envelope-I for exemption of EMD. The eligible MSME units shall upload copy of Exemption certificate for EMD as per tender terms and condition in the GEM portal.
- b. The MSEs who intent to claim benefit under MSME Act, shall fulfill the following, otherwise they run the risk of their bid being passed over as “INELIGIBLE” for the benefits applicable to MSEs and their bid will not be considered for evaluation.
- c. MSMEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public procurement Policy, 2012 as Manufacturing / Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS).
- d. NSIC certificate with monetary limit indicated should be valid on the scheduled date / extended date of submission of tender. Certificates without monetary limit will not be considered.
- e. The items of Product / Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of Quantity of Tender)

- f. The monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work(s) / Supply is / are “In hand (progress)” awarded under MMSME benefit during the financial year plus estimated cost of this tender for availing EMD exemption.
- g. If monetary limit is less than the value of work(s) / Supply is / are “(Progress)” awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain “Competency Certificate “from NSIC for participating in this tender as well as to avail MSME benefits. The competency certificate should be uploaded in the Envelope-I
- h. MSEs shall submit the Performa attached in “Annexure E” duly attested by Notary public.

During the bid evaluation, EMD exemption shall be granted to the NSIC/MSEs registered firm. In case the NSIC/MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected. **Those firms who fail to submit/upload valid EMD exemption certificates through GEM portal will be rejected outright.**

- 37.** AAI reserves the right to accept or reject any or all applications without assigning any reasons.
- a. AAI also reserves the right to call off tender process at any stage without assigning any reason.
- 38.** AAI reserves the right to disallow the working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of Restrain/temporary/permanent debarment/black listing by any department of AAI or Central/State Govt. Depts/ PSUs/World Bank/ADB etc. AAI reserves the right to verify the credential submitted by the tenderer 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 tenderer then AAI shalltake the following action:
- a. **The Tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual / legal action.**

CHECKLIST

Name of work: Construction of ATC Tower cum Technical Block including Maintenance, Operation and AICMC at Tirupati Airport.

SH: Job contract for providing Technical & Secretarial Service.

1	2	3	4
A.	1. Details of Registration for MSME Units only 2. Monetary limit & valid up to:-		Scanned Copy of required documents uploaded/Enclosed YES / NO
B.	Details of registration with NSIC		Scanned Copy of required documents uploaded/Enclosed YES / NO
C.	Details of competency certificate from NSIC (if Applicable)		Scanned Copy of required documents uploaded/Enclosed YES / NO
D.	Declaration (For MSME units only)	Format given in Annexure-E of Tender document as per E-NIT	Scanned Copy of Declaration (For MSME units) uploaded/Enclosed YES / NO
E.	Work experience certificates from clients of having satisfactorily completed. Three works, each of Rs.8,77,867/- or two works, each of Rs.10,97,334/- or one work of Rs.17,55,734/- in single contract of similar nature of works i.e., providing Technical staff with required qualification, during last seven years ending on last date (extended date) of submission of bids in India. “The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7%per annum, calculated from the date of completion to the last date of submission of bid.		Scanned Copy Of Relevant documents uploaded/Enclosed YES / NO

REF NO.	QUALIFYING CRITERIA	PARTICULARS	ENCLOSURE CHECK LIST
F.	DETAILS OF THE THREE / TWO / ONE WORK(S) AS APPLICABLE TO CLIENT:		Scanned Copy uploaded/Enclosed YES / NO
I	Name of the work: Work order/Agreement No.& Date: Agreement amount: Stipulated date of Completion: Actual date of completion: Completion cost: Whether satisfactorily completed:		
II	Name of the work: Work order/Agreement No.& Date: Agreement amount: Stipulated date of Completion: Actual date of completion: Completion cost: Whether satisfactorily completed:		Scanned Copy uploaded/Enclosed YES / NO
III	Name of the work: Work order/Agreement No.& Date: Agreement amount: Stipulated date of Completion: Actual date of completion: Completion cost: Whether satisfactorily completed:		Scanned copy uploaded/Enclosed YES / NO
G.	Whether Experience from Govt. Organizations/Semi Govt. Organizations or Private clients?	Govt. Organizations/ Semi Govt. Organizations / Private clients. (Tick whichever is Applicable.) In case experience of Private client, TDS certificate from clients to be enclosed	Scanned Copy Of TDS certificate(S) uploaded/Enclosed YES / NO
H.	TURNOVER: ANNUALIZED Average Financial Turnover equivalent Rs.6,58,400/- during last three Financial years ending 31st March of the previous. Financial year issued by certified Chartered Accountant with UDIN	Year ending as on 31.03.2021: Rs. 31.03.2022: Rs. 31.03.2023: Rs.	Scanned attested copy of proof of Turnover enclosed (ABRIDGED BALANCE SHEET, PROFIT & LOSS ACCOUNT) YES / NO
I.	NET WORTH: Minimum net worth of Rs.3,29,200/- issued by certified Chartered Accountant with UDIN.	As per Annexure -F of E-Tender Document.	Scanned Certified Copy of Net Worth Uploaded/Enclosed YES/NO
J.	Permanent Account No. (PAN)	NUMBER:	Scanned Copy of PAN Uploaded/Enclosed YES/ NO

REF NO.	QUALIFYING CRITERIA	PARTICULARS	ENCLOSURE CHECK LIST
K.	Details of GST Registration	NUMBER:	Scanned copy of GST Registration Uploaded/Enclosed YES / NO
L.	Signed Unconditional Acceptance Letter	Format given in Annexure-A of Tender Document AS PER E-NIT	Scanned copy of duly signed & stamped unconditional acceptance letter uploaded/ enclosed YES / NO
M.	Affidavit for Minimum Wage Payment to persons employed for the Work.	Format given in Annexure-B of Tender Document AS PER E-NIT	Scanned Copy Of Affidavit uploaded /Enclosed YES / NO
N.	Authorization Letter/Power of Attorney with certificate of Incorporation if any and as the case may be.	AS PER E-NIT	Scanned Copy uploaded/Enclosed YES / NO
O.	GST Undertaking	Format given in Annexure-C of Tender Document AS PER E-NIT	Scanned Copy uploaded/Enclosed YES / NO
P.	Undertaking for Blacklisting and Non-Debarment	Format given in Annexure-D of Tender Document AS PER E-NIT	Scanned Copy uploaded/Enclosed YES / NO
Q.	Details of EPF Registration	NUMBER:	Scanned copy of EPF Registration Uploaded/Enclosed YES / NO
R.	Details of ESI Registration	NUMBER:	Scanned copy of ESI Registration Uploaded/Enclosed YES / NO

Acceptance Letter
(As per General Guidelines for the Bidders)

To,
The Sr. Manager (E-C)
Airports Authority of India,
Tirupati Airport,
Renigunta - 517520

SUB: ACCEPTANCE OF AAI's TENDER CONDITIONS

Sir,

1. The tender documents for the work **"Construction of ATC Tower cum Technical Block including Maintenance, Operation and AICMC at Tirupati Airport. SH: Job contract for providing Technical & Secretarial Service."** have been downloaded by me / us through GEM portal and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me / us in the GEM portal, which shall form part of the Contract Agreement and I/We shall abide by the Conditions/Clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. I / We hereby agree to abide by the terms and conditions of the contract and provisions contained Notice Inviting Tender. Wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s) / conditions(s) (except unconditional rebate on quoted rates, if any) in/along with the Tender Document and the same has been followed in the present case. In case, these provisions of the tender if found violated after opening of tender, I/we agree that the tender shall be rejected.
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 bill, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI".**
5. I/we hereby submit the Earnest Money Deposit of **Rs.43,893/-** (Rupees Forty Three Thousand Eight Hundred and Ninety Three Only) for the tender for the above mentioned work in GeM portal (strike out if EMD is exempted).
6. I / We hereby declare that the documents submitted / uploaded in GEM portal are true and correct. In case any document at any stage found fake / incorrect, action as deemed fit by AAI can be taken against me.

Thanking you,

Date:

Yours faithfully,

(Signature of the Tenderer)
With Rubber Stamp

**AFFIDAVIT FOR MINIMUM WAGES (TO BE
SUBMITTED IN ENVELOPE - I)**

I _____(Name), aged _____years, S/o. _____(Name) Proprietor /
Managing,Partner / Managing Director of _____(Name of the Agency) do hereby
solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of _____(Name of agency), I state that,
in the event of work **“Construction of ATC Tower cum Technical Block including Maintenance,
Operation and AICMC at Tirupati Airport. SH: Job contract for providing Technical & Secretarial
Service.”** is being awarded to us, the wages to be paid to the workers engaged for the work shall not be
less than the minimum wages determined by appropriate Govt. Authority from time to time.

Further, I affirm to deduct the Provident fund & ESI amount from the wages payable to the labourers at
the prescribed rate and its timely deposit to the P.F. & ESI Account in accordance with relevant provision
of law.

Dated this, the _____ day of _____ month _____ years.

DEPONENT

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

GST UNDERTAKING
(TO BE SUBMITTED IN ENVELOPE - I)

NAME OF WORK: Construction of ATC Tower cum Technical Block including Maintenance, Operation and AICMC at Tirupati Airport.

SH: Job contract for providing Technical & Secretarial Service.”

We hereby declare that we are registered under GST and copy with all provisions of GST Act.

The GST details are furnished as below:

- | | | |
|--|---|-------|
| 1. GST Registration No. (Enclosed copy of GST Regn.) | : | _____ |
| 2. PAN | : | _____ |
| 3. Legal Name | : | _____ |
| 4. Trade Name | : | _____ |

Further, I/We hereby unconditional accept the following conditions in its entirety for the above work.

1. We are registered under GST and compliant of GST provision
2. We undertake that all input credits shall be passed on to AAI.
3. In case of non- compliance of GST provisions and blockage of any input credit, we shall beresponsible to indemnify AAI

Signature with name and Company Seal.

**UNDERTAKING ON BLACKLISTING/NON- DEBARMENT II (TO BE
SUBMITTED IN ENVELOPE – I)**

I/We(Name), aged years, s/o (Name),
Proprietor/Managing Partner/ Managing Director of(Name of the Agency) do hereby
undertake as follow:

1. (a) That I/We are registered with (Name and contract details of organization
registered with) and my registration No..... class of registration
..... an
d
validity of registration up to
- (b) I/We are not registered with CPWD/MES/P&T/Railways/State PWD/PSU
Municipal corporation & Development authorities of Delhi, Mumbai, Chennai and Kolkata
(Delete (1 (a) & 1 (b) whichever is not applicable)
2. I/We have not been blacklisted/de-registered/debarred by any government department/PSU
/Airports Authority of India or any other government agency.

Signature with name and Company Seal.

**DECLARATION (For MSME Units only)(TO BE
SUBMITTED IN ENVELOPE – I)**

I,on behalf of M/s.....hereby declare that,

1. Our MSE Units(s) is/are available benefits extended by MSME, Government of India to Micro and small Enterprises (MSEs) for the works_____invited vide Bid number_____.
2. Our MSE Unit(s) has/ have not been awarded any work/supply under MSME benefit during the current financial year.

(OR)

Our MSME Unit(s) has/have been awarded work/supply for a total value Rs.____(Rupees _____Only) under MSME benefits as on date and same work(s) / supply is / are “in hand (Progress)

/ Incomplete” during the current financial year. Further we confirm that the value of work(s)/supply is/are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the “Monetary Limit” mentioned in NSIC certificate.

3. Our firm is participating in this under “MSE Unit” or “OPEN BIDDER”.

NOTE: Strike out the conditions in (2) or (3) whichever is not applicable. Decision on any discrepancy in this “DECLARATION” shall be at the discretion of AAI and shall be final and binding.

SIGNATURE WITH COMPANY SEAL

ATTESTED BY NOTARY PUBLIC

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

**CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT(TO BE
SUBMITTED IN ENVELOPE - I)**

“ It is to certify that as per the audited balance sheet and profit & loss account during the financial year 2022-2023, the Net Worth of M/s. ----- (Name & Registered Address of individual/firm/company), as on ----- 31/03/2023 is Rs. ----- after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (relevant date).”

Signature of Chartered Accountant

.....Name

of Chartered Accountant

.....

Membership No. of ICAI

.....

Date and Seal

DEFINITIONS

1. "AAI" means the "Airports Authority of India".
2. The Chairman means the "Chairman", Airports Authority of India or his successors.
3. "Bidder / Tenderer" means the individual or firm who participates in this tender and submit their bid.
4. "Bid Manager" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.
5. "The Contractor" means the person/firm or company with whom the order for the work is placed and shall be deemed to include the contractor's successors (approved by the purchaser) representatives, executors and administrators as the case may be unless excluded by the terms and the contract.
6. "Acceptance of Tender" means the letter of memorandum communicating to the contractor regarding acceptance of his tender. This includes an advance acceptance of his tender.
7. "Day" means a day starting from 0000 hrs to 2400 hrs
8. "Month" means a calendar month or a cycle month depending on the date of commencement of the contract. For all pro-rate calculation, the number of days considered in a month will be 30.
9. "The Award Letter / Work Order" means the order placed on contractor / firm for execution of the work.
10. "The Contract" means the agreement signed between the AAI and the Contractor as per the terms and conditions contained in the tender.
11. "The Contract Price" means the price payable to the Contractor under the work Order for the full and proper performance of its contractual obligations.
12. "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or incomplete bids or intentional errors have been committed in the Bid.

Format Consent Letter

Dispute Resolution Clause – Para 2 ii (b)

To,

The Chairman/Member/Regional Executive Director,
Airports Authority of India,

SUB: Request for appointment of arbitrator under Clause _____ of the
_____ agreement dated _____ for _____

Sir/Madam,

1. We state that _____ (contractor/agency) was awarded work/
concession _____ of _____ at
_____ Airport/ _____ (other location) of Airports Authority of
India through Award Letter dated _____
2. Dispute related to _____ arose between us (contractor/agency) and
AAI.
3. On _____ (date), dispute was referred to Mediation as per AAI Mediation
Policy and any settlement on the following claims/disputes was not reached
between the parties:
 - (i)
 - (ii)
 - (iii)
4. A concise statement along with claim in respect of each of such disputes is attached
herewith.
5. In view of the above, we invoke arbitration under clause _____ of the
_____ agreement between us and AAI and as per proviso to
Section-12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and
request the Chairman/Member/Regional Executive Director AAI to appoint
arbitrator from AAI's panel of arbitrators.
6. I/ We also give my/ our consent for appointing any of an arbitrator from AAI's
approved panel of arbitrators, **as per paragraph-5 above.**

Thanking you,

(_____)

Authorized signatory of

Encl: As above

AAI BANK ACCOUNT DETAILS

1.	BENEFICIARY NAME	AIRPORTS AUTHORITY OF INDIA
2.	BENEFICIARY ACCOUNT NUMBER	40531327377
3.	BENEFICIARY BANK NAME	STATE BANK OF INDIA
4.	BENEFICIARY BANK BRANCH NAME	SETIPALLE BRANCH, TIRUPATI (06677)

FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

WHEREAS, contractor _____ (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated _____ (date) for the construction of " _____ "(name of work) (hereinafter called "the TENDER").

KNOW ALL PEOPLE by this presence that we _____ (name of bank) having our registered office at _____ (hereinafter called "the bank") are bound unto Airports Authority of India having its head office at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi-110003 (hereinafter called the 'AAI' which expression shall unless repugnant to the subject or contract includes its administration, successors and assigns) in sum of Rs. _____ (Rs. In words _____) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this _____ day of _____ 20 __.

THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.
- (2) If the contractor having been notified of the acceptance of his tender by the engineer-in-charge.
 - a) Fails or refuses to execute the form of Agreement in accordance with the instructions to contractor, if required –
OR
 - b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and instructions to contractor,
OR
 - c) Fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor,
OR
 - d) Fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee against security deposit after award of contract.

We undertake to pay to the engineer-in-charge either up to the above amount or part thereof upon receipt of his first written demand, without the engineer-in-charge having to substantiate his demand, provided that in his demand the engineer-in-charge will note that the amount claimed by him is due to him owing to the concurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date* _____ after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the engineer-in-charge, notice of which extension (s) to the bank is hereby waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS
(SIGNATURE NAME AND ADDRESS)

SEAL

* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

**FORM OF PERFORMANCE SECURITY (GUARANTEE)
Bank Guarantee Bond
(On Non-Judicial Stamp Paper of Rs100/-)**

1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between [hereinafter called the said contractor(s)] for the work [hereinafter "the said agreement"] having agreed to production of a irrevocable Bank Guarantee for Rs. (Rupeesonly) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
We (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs. (Rupees only) on demand by AAI.
2. We (Indicate the name of the Bank) do hereby undertake to pay the amounts due to payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).
3. We, the said Bank, further undertake to pay the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We..... (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-In-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We..... (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear and enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have effect of so relieving us.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid upto unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of

Dated this _____ Day of _____

Witness

1.

2.

For and on behalf of (The Bank)

Signature _____

Name & Designation _____

Authorisation No. _____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India

Signature _____

Name _____

Designation _____

Dated _____

Note : * Date of validity should be schedule date of completion + Six months.

Format for Letter of undertaking from the Depositor to Bank

(To be submitted along with Security Deposit / Earnest Money / Performance Guarantee to Airport Authority of India)

(To be submitted in the Letter head of the firm)

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

Sub: - My / Our Bank Guarantee bearing No.....dated for amount..... Issued in favour of Airport Authority of India A/c.....

Sir,

The subject Bank Guarantee is obtained from your bank for the purpose of **Security Deposit / Earnest Money / Performance Guarantee** on account of contract awarded / to be awarded by M/s Airports Authority of India to me / us.

I hereby authorized the Airport Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity/ on maturity toward adjustment of dues without any reference /consent /notice from me / our side and the bank is fully discharged by making the payment to Airport Authority of India.

Signature of the Depositor

Place:

Date:

Request Letter: Transmission of Bank Guarantee Cover Message <to be submitted by applicant to BG issuing bank>

Date: _____

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier **AAITRIPATI** in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC ICIC0000007).

Thanking You,

Name of Work: Construction of ATC Tower cum Technical Block including Maintenance, Operation and AICMC at Tirupati Airport.			
SH: Job contract for providing Technical & Secretarial Service.			
Sl. No.	Description of item	Number of Resources to be hired	Tenure / Duration (In months)
1	Providing highly skilled Technical Assistant/ Quantity surveyor having(Engineering Degree or Diploma with 3 year experience) in Civil engineering for Assisting field engineers in taking measurements, Taking levels with auto level and doing survey with Total Station instruments, preparation of bills, plotting Auto Cad drawings, Preparation of estimates, other miscellaneous works and supervising of bitumen, concrete and earth works at site and other day to day works as and when required by AAI and as per the direction of Engineer in charge (Providing above for One Month for general/shift duty of 8 Hrs per day will be treated as One Job).	2	12.00
2	Providing secretarial services (Office Assistant) like taking dictation & typing, filing, dispatching, assisting to verify tenders, bills, making statements, correspondence letters, estimates, taking photocopy etc. by engaging the appropriate skilled people and delivering the services as and when required by AAI and as per the direction of Engineer-in-charge. (Providing above for One Month for general/shift duty of 8 Hrs per day will be treated as One Job).	3	12.00
3	Providing services (Office Attendant /helper) for making photo copy of office documents maintaining peon book, attending day to day miscellaneous office and site works at AAI offices by engaging the appropriate people as per the directions of Engineer-in-charge. (Providing above for One Month for general/shift duty of 8 Hrs per day will be treated as One Job).	1	12.00

- **Note: The Percentage to be quoted shall be in '+ ve' and not to be '- ve'**