



AIRPORTS AUTHORITY OF INDIA

OPERATIONS DEPARTMENT

TENDER DOCUMENT

ID NO: 2020_AAI_45579_1

Tender for: Job contract to conduct BA test at C.A Rajkot.

NAME OF WORK: Job contract to conduct BA test at C.A Rajkot.

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Certified that this tender document contains total **pages 29 Nos. (Twenty nine pages only)**.

Prepared By

Issued By

Jr. Executive (Ops)
AAI, C.A. Rajkot.

In-Charge (T M)
AAI, C.A. Rajkot

AIRPORTS AUTHORITY OF INDIA

Civil Aerodrome, Rajkot - 360001

AAI/WR/RAJ/OPS/2019-20/

Date: 12/03/2020

NOTICE INVITING e-TENDER (3 BOT - 3 Envelope Open Tender)

Tender Id: 2020_AAI_45579_1

1. Item Rate tenders are invited through the e-tendering portal by Senior Manager (E-E) (Bid Manager), Airports Authority of India, Civil Aerodrome, Rajkot – 360006 on behalf of Chairman, AAI from the eligible contractors for the work of “**Job contract to conduct BA test at C.A Rajkot.**” at an estimated cost of **Rs. 677565.00** (Excluding GST) with period of completion **01 Year**.
2. The tendering process is online at e-portal URL address <http://etenders.gov.in/eprocure/appor> www.aai.aero. Aspiring bidders may download and go through the tender document.
3. Prospective tenderers are advised to get themselves register at CPP portal, obtain “Login ID” & “Password” and go through the instructions available in the home page after login to the CPP portal <http://etenders.gov.in/eprocure/appor> www.aai.aero. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender. The process normally takes three days’ time. The tenderer may also take guidance from AAI Help Desk Support through path www.aai.aero/tender/e-tender/helpdesk support.
4. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120- 4200462, 0120-4001002 Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. Tel: 0120-4200462, 0120-4001002. Mobile: 91 8826246593 E-Mail: support-eproc@nic.in
5. For queries related to the issues on e-procurement portal and help needed on the operation of the portal, the bidder may contact following AAI help desk numbers on all working days only (Except Sunday and Gazetted Holiday) between 0800-2000 hours.
 - i. Help Desk Team-Instant Support, Time:08.00 hrs to 20.00 hrs (Mon-Sat), 011-24632950, Ext-3512 (Six Lines), E-Mail:-eprochelp@aai.aero
 - ii. Sanjeev Kumar, Mgr.(IT), After 4 Hrs. of Issue, Time:09.30 hrs to 18.00 hrs (Mon-Fri), 011-24632950 Ext-3523, E-Mail:- etendersupport@aai.aero or sanjeevkumar@aai.aero
 - iii. S. Nita, AGM(IT) After 12 Hrs., Time:09.30 hrs to 18.00hrs (Mon-Fri)-011-24657900, E-Mail:- snita@aai.aero.
 - iv. General Manager(IT) After 03 Days, 09.30 hrs to 18.00hrs (Mon-Fri)- 011-24657900, E-Mail : gmitchq@aai.aero

6. For any issues/ clarifications relating to the tender(s) published kindly contact the Bid Manager/Tender Inviting Authority as per contact details given below. Also, in case of technical support regarding e-tender portal, if AAI Help Desk is non-responsive, the Bid Manager can be contacted as given below on all working days from 9.30 hrs to 18.00 hrs (Except Sunday and Gazetted Holiday).

Name of Bid Manager: S.K. Gupta, Mob: 8900430068

E-mail ID: terminal_vark@aai.aero

7. All bid procedure related queries be referred to HELP DESK as above first and then to Bid Manager only. Please note that under no circumstances bid procedure related queries shall be referred to the IEMs.

8. CRITICAL DATE SHEET

Publishing Date & Time	12.03.2020 & 1500Hrs
Bid Document Download/ Sale Start Date & Time	12.03.2020 & 1500Hrs
Clarification Start Date & Time	12.03.2020 & 1500Hrs
Bid Submission Start Date & Time	12.03.2020 & 1500Hrs
Clarification End Date & Time	19.03.2020 & 1800 Hrs
Bid Submission End Date & Time	20.03.2020 & 1800Hrs
Tender Fee	Before 24.03.2020 & 1530 Hrs Rs. 1180/- (i/c GST, Non-refundable) required to be paid Offline through DD.
Earnest Money Deposit (EMD)	Before 24.03.2020 & 1530 Hrs Rs. 13551/- required to be paid through DD.
Bid Opening Date (Envelope – I) Fees	24.03.2020 & 1600Hrs
Bid Opening Date (Envelope – II) PQQ / Technical Bid	24.03.2020 & 1730Hrs
Bid Opening Date (Envelope – III) Price Bid	26.03.2020 & 1100Hrs

9. **Tender fee & Earnest money deposit (EMD): Cost of e-tender fee amounting to Rs. 1180/- (Including GST) (non-refundable) & Earnest money deposit (EMD) Rs.13551/- will be required to be paid through DD. Date of issue of DD should be later then date of publishing tender. DD must be in favour of Airports Authority of India, payable at Rajkot from nationalised or any**

scheduled bank (But not from co-operative or gramin bank).

Original hard copy of tender fees and EMD required in sealed envelope should be submitted by the bidders in the office of Bid manager (Senior Manager E-E, AAI CA Rajkot) on or before the stipulated date and time mentioned in the critical dates for tender.

Bidder whose EMD not received within the stipulated date and time as mentioned in critical dates as above shall not be considered for further tendering process and their tenders will be summarily rejected. AAI will not be responsible for postal delay, if any.

EMD amount in the form of cash or any other like online payment shall not be accepted.

EMD of unsuccessful bidder received shall be refunded except for L1 bidder after completion of all formalities of the bid.

10. Pre-Qualification criteria of Contractor/ Firms.

- i. Registration with appropriate authority for Hospital / Nursing home/ Manpower supplier contractors.
- ii. Should have valid Permanent Account Number (PAN).
- iii. Should have Goods & Service Tax (GST) Registration.
- iv. Should have valid EPF Registration. If agency doesn't possess EPF registration then agency will submit undertaking (on letter head) that they will take EPF registration within one month after award of work.
- v. Should have valid ESIC Registration. If agency doesn't possess ESIC registration then agency will submit undertaking (on letter head) that they will take ESIC registration within one month after award of work.

11. Mode of submission of Tender

Documents in following 3 Envelopes/Packs shall be submitted online at CPP portal by the bidder as per details given below. Uploading in location other than specified below shall not be considered for evaluation.

1. **Envelope-I (Fee Cover):** - Following documents should be uploaded in "Envelope-I Fee Cover" of e-tendering portal.
 - i. Original copy of proof of payment (DD) of tender fee of value Rs.1180.00 in favor of AAI Rajkot.
 - ii. Original copy of proof of payment (DD) of EMD of value **Rs.13551/-** in favor of AAI Rajkot.
 - iii. Unconditional acceptance of AAI tender conditions (Performa at page 19-20 (Annexure I) of tender document.
2. **Envelope-II (Pre-qual / Technical Cover):-** Following documents should be uploaded in "Prequal/ Technical Cover" of CPP portal.
 - I. Scanned copy Valid Registration Certificate.
 - II. Scanned copy of PAN

- III. GST registration no.
- IV. EPF Registration Certificate or undertaking.
- V. ESIC Registration Certificate or undertaking
- VI. Declaration for false document. (as per **Annexure-II at Page 21**)
- VII. Scanned copy of Affidavit executed on Rs.100/- on Non-Judicial Stamp Paper in the format as per **Annexure –III given at page no. 22** for Minimum wages.
- VIII. Undertaking for "Registered under GST and compliant of GST provision" as per the pro forma at **Annexure-IV at Page 23.**
- IX. Undertaking for "debar/black list" as per the pro forma at **Annexure-V at Page 24.**
- X. Digitally signed complete tender document.
- XI. Checklist as per page No. 28

3. Envelope-III (Financial bid) through CPP portal:-

All rates shall be quoted in the format provided and no other format is acceptable. The price bid has been given as a standard BOQ format with the tender document. **Bidders are required to download the BOQ file**, open it and complete the Light coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

12. Bids opening process is as below:

- i. **Envelope-I (Fee Cover):-** Containing Tender Fee & Earnest Money Deposit in the prescribed form (uploaded by the contractors /firms) shall be opened as per CRITICAL DATE SHEET. The bids of contractors /firms whose Tender fee & EMD is received in original & found in order shall be admitted for further tender opening. Those contractors /firms whose Tender fee & EMD is not received by the date & time mentioned in CRITICAL DATE SHEET or not found in order, will be rejected summarily and their bid will not be admitted for further processing of tender opening. The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors/firms through e-tendering portal.
- ii. **Envelope-II(Pre-qual / Technical Cover):-** Envelope- II of those contractor will be opened whose bids are found in order & accepted in Envelope-I (Fee Cover) opening. Pre-qual / Technical Cover opening date shall be as mentioned in CRITICAL DATE SHEET. (Any changes in the opening date shall be intimated through CPP portal).
The bids of those contractor/firms will be accepted who have uploaded digitally signed documents as per Technical Bid Documents list given above. The bids of those contractors/firms who fail to upload digitally signed documents as per Technical Bid Document list will be rejected summarily. As uploading of unsigned or non-uploading at all will constitute denial of Terms & Conditions of Tender by

Bidder. Therefore such bids will not form a valid offer & will make tender technically invalid. No chance will be given for resubmission of documents mentioned in Technical Bid Document List.

The Prequalification documents of contractors/firms who are found technically eligible as above will be scrutinized as per list of Prequalification bid documents and any shortfall document, if required, will be asked from Agency through CPP Portal only. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable for rejection.

The bids of those contractors will be accepted who are found qualified as per Prequalification Criteria. The final evaluation of bids of each contractor/firm will be done & will be informed through CPP Portal to Agencies.

- iii. **Envelope-III(Finance Cover):-:** The financial bids of the contractors/firms will be opened who are found to be meeting the qualifying requirements and technical criteria & whose bids are accepted during technical evaluation, on the date mentioned in CRITICAL DATE SHEET. (Depending on Technical Bid evaluation the date of financial bid opening will be intimated through CPP Portal).

13.AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.

14.AAI reserve the right to reject bids of working agencies whose performance at ongoing project (s) is below para and usually poor and has been issued letter of restrain/ Temporary/permanent debar by any department of AAI.

15.AAI reserve 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:

- i. Forfeit the entire amount of EMD submitted by the firm.
- ii. The agency shall be liable for debarment from tendering in AAI in all future tenders, apart from any other appropriate contractual/legal action.

16.Consortium / JV companies shall not be permitted. No single firms shall be permitted to Submit two separate applications.

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

18. AAI is not responsible for delay due to link failure / internet problem etc. in respect of submission / receipt of any document or in submission of E-bid. Bidders who are intending to submit E-bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the bidder to make sure that the required documents / E-bids is submitted in time.

19. **All tendered rates should be inclusive of all taxes excluding GST.**

20. The contractor shall keep necessary book of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Airports Authority of India and further shall furnish such other information/document as the authorized representative of Airports Authority of India may require from time to time.

21. This NOTICE INVITING e-TENDER shall form part of the contract documents.

-SD-

Senior Manager (E-E)

Airports Authority of India,

Rajkot – 360006

AIRPORTS AUTHORITY OF INDIA
Rajkot Airport

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Tenders are invited on behalf of the Chairman, Airports Authority of India for the work as mentioned in the summary of tender document.
2. The Tender shall be in the prescribed form.
3. Tenders are invited on the basis of three bid system as detailed in NIT.
4. The time period of contract shall be for 01(one) Year.
5. A Contractor shall not submit more than one Tender.
6. No two or more concerns/firms in which an individual is interested as Proprietor and/or Partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.
7. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
8. **Bidders are required to download the BOQ file**, open it and complete the Light coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder).
9. In this item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected.
10. Notification of award of contract will be made in writing to the successful bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering lowest evaluated bid in technically are commonly conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
11. A responsive bidder is one who submits priced bid and accepts all terms and conditions of the specifications and contract documents without any major modifications.
12. A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities OR liabilities of the Bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms and conditions of the tender, which are not acceptable to AAI, shall also be treated as a major modification.

13. A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
14. On acceptance of tender earnest money will be treated as part of the security.
15. Airports Authority of India will return the earnest money, where ever applicable, to every unsuccessful tenderer.
16. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from Airports Authority of India.
17. Taxes as applicable in respect of this contract shall be payable by the contractor and may be deducted at source. Airports Authority of India will not entertain any claim whatsoever in this respect.
18. This tender document shall form part of the contract document/agreement.
19. All the tenderers must indicate the capacity & authority of the individual signing tender.

Senior Manager (E-E)
Airports Authority of India,
Rajkot Airport,
Rajkot-360006

SPECIAL TERMS & CONDITIONS OF CONTRACT (SCC)

NAME OF WORK:- Job contract to conduct BA test at C.A Rajkot.

1. The following special conditions shall be read in conjunction with AAI General Conditions of Contract. If there are any provisions in the special conditions of contract which are at variance with provision of General Condition of Contract (AAI). The provision in these special conditions shall take precedence.
2. The agency shall provide necessary services by deploying their regular employees under their supervision, subject to inspection by AAI authorized Officer.
3. The contractor should quote the rates very carefully in Schedule of Quantities (SOQ) considering current rates of B.Sc Nursing/Trained Paramedics manpower services along with all statutory requirements. Quoted rates by the contractor should include all cost components (Regarding visit of B.Sc Nursing /Trained Paramedic)
4. The price quoted shall be firm inclusive of minimum wages, uniform expenses, AEP charges, National Holidays and contractor profit etc. for the contract period **but excluding of GST.**
5. The equipment for BA test and all consumables for the test will be provided by AAI.
6. The person deputed for conducting BA test shall submit the test report daily without fail to AAI, Rajkot immediately after completion of each visit.
7. The contractor shall intimate EPF account number and ESI registration number for his employees after award of work and shall have continue valid PF account number and ESI registration number till actual completion of contract.
8. Before deploying the worker, contractor shall submit declaration form duly signed by worker and counter signed by employer along with qualification certificate, experience certificate, police verification, Address proof, Identity proof and photo etc. to Senior Manager (E-E)/AAI officer for verification.
9. The Contractor shall arrange Character & Incident verifications & pay the fees required for Airport Entry Pass issued by BCAS from the concerned Airport officials. Contractor is required to following all BCAS rules and regulations prevailing as on date and revised from time to time.
10. The test shall be conducted in two/three visit at Rajkot Airport on all days without fail, including Saturday, Sundays and all holidays.
11. Each visit duration will be of 1.5Hrs (Tentative)/as per work order.

12. Unit "Each" in schedule of quantities stands for one visit.
13. The test shall be carried out at Rajkot Airport.
14. The test shall be carried out by trained and certified person only i.e. B.Sc Nursing /Trained Paramedics in conformation with DGCA CAR (Section V, Series F Part IV).
15. Contractor shall have to employ experienced/qualified person for subject work as below :

Candidate should possess minimum educational qualification of B.Sc (Nursing)/ Diploma (Nursing) with 50% & above mark. Candidate having knowledge in Computer with the software of MS office, Internet Explorer, E-mail Process, capable to do accurate data entry in any software shall be an added advantage. Candidate should be able to work in English / Hindi language and Unicode versant.

16. The Security Clearance in respect of the Agency and their Partner/Proprietor should be submitted on line to B C A S through <https://esahaj.gov.in> within 05 days for award of contract. If any criminal case against the agency, their Partner/Proprietor found during the course of contract, the same will be terminated immediately and no Airport Entry Passes will be issued to their Proprietor and Staff which are engaged for duty. In such case Security Deposit shall be forfeited.

17. Inspection of site:

The Contractor shall be deemed to have satisfied himself as to the nature of the site of work, local facilities of access availability etc. and all other matters affecting his prices for the execution and completion of work.

18. Sufficiency of tender:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works to be carried out which would cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works to be carried out.

19. Contractor's Representatives, Agents and workmen:

The contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor by third parties or by central Authority or any political subdivision thereof.

The contractors shall employ only Indian Nationals and verify their antecedents and loyalty before employing them on the work. He shall ensure that no person of doubtful antecedent and nationality is in any way, associated with the works.

20. Bye Laws:

The contractor shall comply with all bye-laws and regulations of local and other statutory Govt. authorities having jurisdiction over the works to be carried out/services to be provided and shall be responsible for payment of all fees and other charge and for giving and receiving of all necessary notices and keep the Senior Manager (E-E) or his successor in the office, informed of the said compliance with the bye- laws, payment made notices issued and received.

21. Payment :-

The bill shall be raised Quarterly by the contractor in triplicate along with GST invoice and other relevant documents to be submitted to Senior Manager (E-E)/AAI officer by the end of 1st week of every respective quarter. Payment of the same shall be made by AAI, (by Electronic Money transfer directly to the account) within 30 days subject to undisputed claim.

Attendance of the manpower deployed should be provided to the AAI for Job work /Service on every month.

Undertaking by contractor for compliance of all labour laws and payment of minimum wages to manpower provided to AAI in previous month. No dues certificate duly signed by each worker need to be submitted in this regards.

In the event of any dispute the decision of AAI shall be final and binding on Contractor.

On award and commencement of contract within one month, contractor has to submit an affidavit on non-judicial stamp paper before the officer concerned that they are fully observing the Minimum Wage Act 1948, payment of minimum wages to labours, deduction of provident fund amount at the prescribed rate and timely deposit to the P.F. account in legal obligation under the Labour (Regulation and Abolition) Act 1970.

22. CHANGE IN QUANTITY:

The AAI reserves the right to vary the quantity of visits as specified in the Tender as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the tender shall be limited to 30% of the original quantity ordered during the currency of the contract. However after 30% deviation, more deviation may be carried out as per station requirement. Rate for above 30% deviation will be approved by the next higher authority of SM/AGM.

23. The Authority will not be responsible for any injury sustained by the workers during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. To comply with all liabilities out of any provision of labour acts/- enactment's either in force or enacted from time to time during the execution of this contract shall be the responsibility of agency. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Further, more, the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.

24. The agency will carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards to the nature of

service or as regards to the personnel driving the service, the Authority shall intimate to the agency who shall attend the complaints promptly.

25. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.
26. Agency/contractor shall arrange for police verification of character & antecedents, Airport Entry Passes (from BCAS) manpower to be provided at Agency/Contractor Cost.
27. Contractor shall provide the photo identity card/badge & uniform and to all his employees, indicating name, designation etc.
28. If the AAI is not satisfied with the conduct, behaviour etc. of any of the staff/operating crew of contractor, the contractor shall replace the person concern as per advice of the AAI.

29. PENALTY :-

A penalty of **1.5 times** of applicable per visit shall be deducted from the monthly bill/ security deposit or any other dues of the Contractor on unauthorised absence by the manpower deployed.

30. ARBITRATION AND LAWS:

- I. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications and instructions wherein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, specifications, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof shall be referred to sole arbitration as may be appointed by the Chairman, Airports Authority of India, There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons. The Chairman, Airports Authority of India at the time of such transfer, vacation of office inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be, entitled to proceed with the reference from the stage at which it was left by predecessor. It is also in term of this contract that no person other than a person appointed by Chairman, AAI as aforesaid should act as arbitrator and if for any reasons, that is not possible, the matter is not to be referred to arbitration in all cases where the amount of the claim is dispute is Rs.50,000/- (Rupees Fifty Thousand only) and above, the arbitrator shall give reasons for the award. Subject as aforesaid the provision of the Arbitration and conciliation Act 1996 or any statutory modification or re-enhancement thereof and the rules made there under and for the time being

in force shall apply to the arbitration proceeding under this clause. In case of disputes between two Govt. of India Undertakings, provisions as mentioned in Bureau of public Enterprises letter No. Bre/GI-001/16/MAN-2(100-75-BPE) (GM-1) dated 01.01.1976 and its amendment from time to time shall apply.

- II. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent or the parties extend the time, for making and publishing the award.
- III. The work under the contract shall, if reasonable possible, continue during the arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings.
- IV. The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.
- V. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- VI. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

This contract shall be governed by the Indian Laws for the time being in force.

31. Dispute Resolution Committee

- i. If dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the 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, certificate or valuation of the engineer, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) appointed by RED.
- ii. 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 agreement and furnish a copy to each party.
- iii. DRC may likely to give its report within 45 days of its constitution.

32. TERMINATION OF CONTRACT

Without prejudice to the right of termination provided under the General conditions of contract (GCC) or without prejudice to any other remedy available to the contract in this behalf, the either party may terminate the contractor at any time on giving the contractor not less than 30 days' notice in writing, if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which the Airport Director, AAI, Rajkot Airport, Rajkot shall be the sole judge.

Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed upto the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, 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.

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

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.

Notwithstanding anything contained above, if the contract is terminated on the ground of force major, AAI will not be responsible to pay any compensation.

33. EARNEST MONEY AND SECURITY DEPOSIT:

Earnest money deposit (EMD) Rs.13551 /- will be required to be paid through DD. Date of issue of DD should be later then date of publishing tender. DD must be in favour of Airports Authority of India, payable at Rajkot from nationalised or any scheduled bank (But not from co-operative or grammin bank). EMD of unsuccessful bidders shall be refunded after within 07 days of opening of financial bid.

Security deposit: The contractor, whose tender is accepted, will be required to furnished security deposit for the due fulfilment of this contract, which will amount to a sum equal to @10% of NIT value. The security deposit shall be furnished in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee in favour of Airports Authority of India, Payable at Rajkot through a Nationalized /Scheduled Bank (As per RBI Schedule) having office in India. No interest on security deposit is payable by AAI.

After termination/ expiry of the contract, the security deposit held by the AAI will be released to the contractor within a period of three months subject to realization of dues, if any to be made from the contractor.

34. SUBLETTING OF CONTRACT:-

Directly or indirectly, the Contractor shall not Sublette the Work/Contract/assigned to other agencies/parties without obtaining written permission from the AAI which reserve all the rights in this regard.

35. AGREEMENT:

- (i) All the terms and conditions underwritten in the tender Document with set of General Conditions, Conditions of Contract, Special Conditions, specified in Scope of work. Annexure –I to VII and those which would form of work order placed on successful tenderer shall form the part of the agreement to be made with the AAI.
- (ii) In the event of issuance of "Work Order" to the contractor, he will notify to the Senior Manager (E-E)/AAI officer, AAI, Rajkot Airport, Rajkot, or his successor in the office, about the date of PRE-DEPLOYMENT INSPECTION and present the manpower to him for above purpose. THE PRE-DEPLOYMENT INSPECTION will be carried out in the presence of Senior Manager (E-E) OR his designated person within the time frame as prescribed by him. On the satisfactory inspection and acceptance of Manpower by Senior Manager (E-E) OR his designated person, the contractor will have to execute a work contract on a sum of Rs. 100/- (OR to an amount which fulfils the legal obligations of such contract), on a Non-Judicial Stamp paper, duly attested by an oath commissioner, at his own cost.

36. Period of Contract:

Initially, the period of contract will be for one years. The same can, however, be extended if required on mutually agreed rates & after due process of negotiations, subject to satisfactory performance of the contractor. The duration of renewed contract will be decided by AAI, Rajkot.

37. Miscellaneous:

- (i) The AAI also reserve the right to award the whole OR part of the work to a contractor.
- (ii) The contractor shall indemnify and keep indemnified AAI against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.

38. DECLARATION BY THE CONTRACTOR/ TENDERER

The following Declaration will be submitted by the Contractor/Tenderer on his **Letter head** along with their Pre-Qualification cum Technical Bid.

"I/We hereby declare that none of the members or my/our relatives is relative of any employee of AAI and I/We also further declare that no Director/ Employee of Airports Authority of India is/are a Director/ Partner of my/our firm/Company/ Partnership /Proprietor".

39. Novation Clause:

The contract period is for three year or the date of transfer of the airport under the PPP mode which ever early. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever and without assigning any reason.

40. Obligations relating to Transfer

The Authority agrees that during the Concession Term, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that:

- (i) The Authority shall cause to transfer/ notate this Agreement, in favour of such third party, on the principle that such transfer/notation would release Authority of all liabilities and obligations arising from and after the date of transfer/notation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/notation; and
- (ii) The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

41. Deductions

From every monthly / quarterly bills SD @ 10%, labour cess @ 1% and other statutory deductions will be made.

Signature of the Tenderer

Name

Date

Place

Email-id

Annexure –I

UNDERTAKING TO BE PUT IN ENVELOPE 'I' FOR UNCONDITIONAL ACCEPTANCE.

Date:

**Senior Manager (E-E)
Airports Authority of India,
Rajkot Airport,
Rajkot- 360001.**

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work "**Job contract to conduct BA test at C.A Rajkot**" have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us on CPP 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. The contents of Notice Inviting Tender of the Tender Document have been noted 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 remarks/conditions in the tender uploaded in Envelope-I, II & III. In case, any condition(s) are found in Envelope II i.e. Technical Bid then Envelope-III i.e. Financial Bid shall not be opened, **or** if any condition found in Envelope-III i.e. Financial Bid the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty of or either 10%of earnest money, absolutely.
4. 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/We will immediately report it to the appropriate authority in AAI.
5. I/we hereby submit the required earnest money of Rs. 13551/- (Rupees Thirteen thousand five hundred fifty one Only) for the above-mentioned work paid through DD in Favour of AAI.

6. The required earnest money for this work has been submitted in original

Details are:

- DD No.
- Amount
- Issuing Branch

7. I/We agree that "If at any stage, any information/documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate /legal action".

Thanking You,

Yours faithfully,

Date:

(Signature of the tenderer with rubber stamp)

Annexure-II

DECLARATION

(On Company's Letter head)

I/We.....Proprietor/Partner.....
.....of M/s.....full
Address.....solemnly declare that No case is lodged in Police OR
Court against me/us.

I/We stated that if any information/Documents found false or what so ever at any
stage or after the contract, then the EMD shall be forfeited / contract may be terminated
immediately and legal action as deemed fit by AAI may be initiated against me/us.

Signature with seal.....

& Full address of the firm.....

.....

.....

Dated.....

Annexure - III

AFFIDAVIT

(To be executed in 100/- Non Judicial Stamp Paper duly Notarized)

I, (_____),
age _____ years S/o _____

_____ proprietor / Managing Partner / Managing Director of
M/s _____ having
address _____

do hereby solemnly affirm and state as follows;

I am competent to swear this affidavit on behalf
of _____

_____ (name of the agency) and hereby confirm that I am fully complying with the legal obligations with regards to payment of minimum wages as per minimum wages Act - 1948 and deduction of Provident Fund Authorities as per EPF & MP Act - 1952, Contract Labour (Regulation and Abolition) Act, 1970, Bonus payment act and any other statutory labour laws and act prevailing and revised time to time by .

Date:

(Signature of the Contractor)

With rubber-stamp.

(Notary)

Annexure -IV

UNERTAKING OF AGENCY / FIRM
(On letter head)

- A. That the bidder (M/s) is registered under GST and compliant of GST provision.
- B. In case of non/compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
- C. That all input credits have been passed on the AAI by the bidder.

Date:

(Signature of the Contractor)

With rubber-stamp.

Annexure -V

UNDERTAKING

**(Regarding Debarred/ Blacklist)
(On Rs. 100/- Non- judicial stamp paper)**

I/We on behalf of M/s
..... do here by solemnly affirm and state as follows :

Our firm is not 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 this E-bid. Our firm understand that in case above is discovered at later stage, our firm shall be liable for detrainment from bidding in AAI apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.

Date:

(Signature of the Contractor)

With rubber-stamp.

Annexure - VI

PROFORMA FOR BANK GUARANTEE

(SECURITY DEPOSIT)

(On Non-Judicial stamp paper of an appropriate value)

The Senior Manager,
Airports Authority of India
Rajkot Airport, Rajkot

Dear Sirs,

We.....hereby refer to the contract
No..... dated.....between the
..... as purchaser and
M/s.....

..... as contractor providing in substance for the provisioning of
.....as particularized in the said contract, to
which specific reference is made. Under the terms of the said contract, the contractor is
required to provide a bank guarantee in a form acceptable to the purchaser for the
amount of% of the entire contract price extending to performance by the
contractor of all the terms and conditions of the contract.

In view of the foregoing and pursuant to the terms of the said contract, which contract
is referred to and made a part thereof as full and to the same extent as if copied at length
herein, we hereby absolutely and unconditionally guarantee to the purchaser,
performance of the terms and conditions of the said agreement to the extent of
..... . This guarantee shall be
construed as an absolute, unconditional and direct guarantee of the performance of the
contract without regard to the validity, regularity or enforceability of any obligation of
the parties to the contract.

The purchaser shall be entitled to enforce this guarantee without being obliged to resort
initially to any other security or to any other remedy to enforce any of the obligations
herein guaranteed and may pursue any or all of its remedies at one or at different times.
Upon default of the contract, we agree to pay to the purchaser on demand and without
demur the sum ofor any part thereof, upon
presentation of a written statement by the purchaser that the amount of said demand
represents damages due from the contractor to the purchaser by virtue of breach of
performance by the contractor under the terms of the aforesaid contract.

The determination of the fact of breach and the amount of damages sustained and or
liability under the guarantee shall be in the sole discretion of the purchaser whose
decision shall be conclusive and binding on the bank as guarantor

It is mutually agreed that the purchaser shall have the fullest liberty without affecting in
any manner our obligation hereunder with or without our consent to vary any of the
terms of the said agreement or to extend the time for performance by the contractor,
from time to time any of the powers exercisable by the purchaser against the contractor
and either to forebear or enforce any of the terms and conditions relating to the said
agreement and we shall not be relieved from our liability by reasons of any variation of
any extension being granted to the contractor or for any forbearance act or omission on
the part of the purchaser or any indulgence by the purchaser to the contractor or by any

such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until and such extended period which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said contract. This guarantee will not be discharged due to change in constitution of the Bank or the contractor.

“Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs..... (Rs..... only) and this Guarantee is valid upto.....201..... . We shall be released and discharged from all liability hereunder unless a written claim for payment under this Guarantee is lodged on us within 03 (Three) months from the date of expiry of the Guarantee i.e. on or before201....irrespective of whether or not the original Guarantee is returned to us”.

We (Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority.

Dated.....

Very truly yours,

Note to Contractors:

1. BANK GUARANTEE submitted by you should be sent to us directly by the issuing bank under Registered Post (A.D).

Note to Issuing Bank:

- i. In case the supplier desires to submit the BANK GUARANTEE directly to us, you are requested to send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to us with a covering letter to compare with the original BGs and confirm that it is in order.

E – Payment

Date:

To,
Airport Director
Airports Authority of India,
Rajkot – 390 022

Subject: Request for E – Payment.

Sir,

The following particulars are given below for effecting E-payment in respect of our Claim / Bill.

1. Name of the Company :
2. Address :
3. Bank A/c Number :
4. Bank / Branch Name :
5. Bank Address :
6. Branch Code :
7. IFSC Code of the Bank :
8. Permanent A/c No. of the Company :

We also enclosed herewith a Cheque duly cancelled of our above Bank A/c.

Thanking You,

Yours faithfully,

()
Authorized Signatory)

CHECK LIST

NAME OF WORK:- "Job contract to conduct BA test at C.A Rajkot."

1.	2.	3.	4.
Sr No	Qualifying Criteria	Particulars	Enclosure Check List
ENVELOPE - I			
01	Tender cost Rs.1180.00		Yes / No
02	EMD Rs.13551.00		Yes/ No
06	Unconditional Acceptance letter (Annexure I)		YES/No
ENVELOPE - II			
01.	Details of Registration of Hospital/Nursing home/Man power supplier contractor	Valid up to _____	Registration Certificate copy uploaded. YES/NO
02	Copy of PAN card		uploaded YES/NO
03.	Registration of firm for Goods and Service Tax (G.S.T.) (photo Copy of certificate to be uploaded)		Registration Certificate copy uploaded: YES/NO
04.	EPF Registration certificate/Undertaking		Registration Certificate of EPF uploaded (YES/NO)
05.	ESIC Registration certificate/Undertaking		Registration Certificate of ESIC uploaded (YES/NO)
06.	Declaration (Annexure-II)		Uploaded - YES/No
07.	Affidavit for minimum wages etc (Annexure-III)		Uploaded - YES/No
08.	Undertaking for GST compliance (Annexure-IV)		Uploaded - YES/No
09.	Undertaking for debar/black list (Annexure-V)		Uploaded - YES/No
10.	Digitally signed complete tender document		Uploaded - YES/No

Place: _____ Signature with Stamp

Date: _____ Authorized Signatory of the Firm/Contractor

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: SM (E E), AAI, CA Rajkot.

Name of Work: Job contract to conduct BA test at C.A Rajkot.

Contract No: AAI/WR/RAJ/OPS/19-20

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
SI. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8
1	Job contract to conduct BA test at C.A Rajkot through BSc nursing and trained paramedics as per attached special conditions of contract. (Each stands for one visit)	Item 1	1095	Each		0.00	INR Zero Only
2	Job contract to conduct BA test at C.A Rajkot through BSc nursing and trained paramedics as per attached special conditions of contract (additional visits when required). (Each stands for one visit)	Item 2	100	Each		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					