

Cost of Tender Document Rs.1180/- (Non-Refundable)



AIRPORTS AUTHORITY OF INDIA

VADODARA AIRPORT VADODARA

Human Resource Management

TENDER DOCUMENT

ID NO: 2021_AAI_73333_1

Tender for : Job contract for providing 02 (Two) trained nursing manpower services (B.Sc / Diploma(Nursing)) to conduct breath analyser test in two shifts as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara airport

(Visit us at www.aai.aero and <https://etenders.gov.in/eprocure/app>)

**AIRPORTS AUTHORITY OF INDIA
Vadodara Airport**

NAME OF WORK: - Job contract for providing 02(Two)trained nursing manpower services (B.Sc / Diploma (Nursing)) to conduct breath analyser test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara airport

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Certified that this tender document contains total **pages 39 Nos. (Thirty Nine pages only)**.

Sr. Manager(HR)
Airport Director
AAI, CA, Vadodara

AIRPORTS AUTHORITY OF INDIA

Civil Aerodrome, Vadodara - 390022

AAI/VAD/APD/HRM Job-contract/2021-22/

Date: 16/03/2021

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

Tender Id: 2021_AAI_73333_1

1. Item Rate tenders are invited through the e-tendering portal by Sr. Manager(HR) (Bid Manager), Airports Authority of India, Civil Aerodrome, Vadodara – 390022 on behalf of Chairman, AAI from the eligible contractors for the work of **“Job contract for providing 02(Two) trained nursing manpower services (B.Sc/ Diploma(Nursing) to conduct breath analyser test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara Airport”** at an estimated cost of **Rs. 7.94 Lakh** (Excluding GST) with period of completion **12 (Twelve) Months**.
2. The tendering process is online at e-portal URL address <http://etenders.gov.in/e procure/app> or 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/e procure/app> or 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 aai.aero/tender/e-tender/help desk 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:-eproc@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 Sanjee kumar@ 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 : gmitcq@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: Kamlesh H Shah , Ph:0265-2487904

E-mail ID: hr_vabo@aaiaero

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	16.03.2021 at 04.00 PM
Bid Document Download/ Sale Start Date	16.03.2021 at 04.00 PM
Clarification Start Date	16.03.2021 from 04.00 PM
Bid Submission Start Date	16.03.2021 at 04.00 PM
Clarification End Date	03.04.2021 up to 04.00 PM
Bid Submission End Date	03.04.2021 up to 04.00 PM
Bid Opening Date (Envelope – I) Fees	05.04.2021 at 04.00 PM
Bid Opening Date (Envelope – II) PQQ / Technical Bid	06.04.2021 at 04.00 PM
Bid Opening Date (Envelope – III) Price Bid	12.04.2021 at 04.00 PM
Tender Fee	Rs. 1180/- (i/c GST, Non-refundable) required to be paid online through NEFT/RTGS mode to AAI, Vadodara.
Earnest Money Deposit (EMD)	“Nil“ Declaration in prescribed proforma Annexure-XII (Om No.F.9/42020-PPD Ministry of Finance, GOI, dated 12th November,2020

9. Tender fee: Cost of e-tender fee amounting to Rs. 1180/- (Including GST) (non-refundable) will be required to be paid online through NEFT/RTGS mode to AAI, Vadodara. Bank details for making online payment is given below. Bank account particulars are as follows :-

Name of the A/c Holder	AAI VADODARA
Name of the Bank	State Bank of India
Name of the Branch	Airport Circle, Vadodara
Current A/c No.	33814709100
Branch Code	60332
IFSC Code	SBIN0060332

The proof/documents towards making such payments through NEFT/RTGS mode/ proof of exemption (MSME/NSIC etc.) is to be uploaded as part of Envelope-I by the bidder(s). Non-payment & Non uploading of Tender Fees, EMD proof / documents for exemption by the stipulated date and time shall lead to disqualification of tender(s).

No documents in physical form shall be entertained and those bidders shall be summarily rejected.

10. Pre-Qualification criteria of Contractor/ Firms/Establishment.

- 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.
- v. Should have valid ESIC Registration. **(if applicable)**

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. Bidders are not required to send any documents in physical form.
 - i. Scan copy of proof of payment of tender fee of value Rs.1180.00 in favour of AAI Vadodara paid on line through RTGS/NEFT to be uploaded.
 - ii. Scan copy of Annexure-XII (Proforma for EMD Declaration to be uploaded.
 - iii. Attested/ self-certified copy of valid MSME Registration Certificate, if applicable to be uploaded.(MSEs seeking exemption and benefits should enclose an attested/ self-certified copy of valid Registration Certificate, giving details of such validity, stores/ services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSMEs. Bids of all such Firms will be rejected, for the reason of not submitting Tender fee & EMD as they are not eligible for exemption from paying Tender Fee & EMD.)
2. **Envelope-II (Pre-qual / Technical Cover):-** Following documents should be uploaded in "Prequal/ Technical Cover" of CPP portal.

Technical Bid Documents

(Forming unconditional & absolute acceptance of terms & Conditions of tender)

- i. Scanned copy of Signed Unconditional Acceptance of AAI's Tender Conditions **(Performa given in page no 22-23 (Annexure-I)** of Tender Document)
- ii. Tender Form, **Page no 24-25 (Annexure-II)**
(The bidder should ensure that the above document are signed & uploaded correctly, 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.)

Prequalification Bid Documents

- i. Scanned copy Valid Registration Certificate.
- ii. Scanned copy of PAN

- iii. Experience as per following
 - Should have satisfactorily executed (# 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. 3.18 Lakh or two works each of Rs. 3.97 Lakh or one work of Rs. 6.35 Lakh in single contract of similar nature of work i.e. successful execution of orders (i.e. supply of fire crackers) in any reputed Govt / private organization during last seven years ending on 28/02/2021.
 - "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".
- iv. GST registration no.
- v. EPF Registration Certificate
- vi. ESIC Registration Certificate
- vii. Declaration (as per **Annexure-III at Page 26**)
- viii. Scanned copy of Affidavit executed on Rs.300/- on Non-Judicial Stamp Paper in the format as per **Annexure -IV given at page no. 27** for Minimum wages.
- ix. Undertaking for "Registered under GST and compliant of GST provision" as per the pro forma at **Annexure-V at Page 28**.
- x. Undertaking for "debar/black list" as per the pro forma at **Annexure-VI at Page 29**.
- xi. Digitally signed complete tender document.

3. Envelope-III (Financial bid):-

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 upload in finance cover online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

NOTE: Bid of those bidders who will quote their bid of an amount less than Rs.5,84,310.00 (excluding of EPF, GSLIS, Bonus, and GST) (less than prevailing minimum wages as on 01.10.2020 for Highly skilled) shall not be considered for L-1 and shall be summarily rejected without assigning any reasons.

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 declaration is received in original & found in order shall be admitted for further tender opening. Those contractors / firms whose Tender fee & EMD declaration 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):-:** 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 par 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 exclusive of all taxes excluding GST and labour cess. In case of change in the rate of tax or any provision relating to levy of tax resulting in increase in burden of tax on contractor after the last date and time of submission of financial bid, the contractor shall be entitled to receive any compensation for such increase in quantum of tax payable by the contractor. Similarly recovery shall be made from the contractor on account of decrease of rate of tax or any provision relating to levy of tax.
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. Concessions to MSEs (Micro & Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME units will be given as per the provisions (para-10) of Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012.
22. MSE are being registered for specific activities. Thus price / order preference/ exemption from paying Tender Fee/EMD as per Public purchase policy shall be available only for goods/ services produced and provided by MSEs and for which they have been registered by GOI.
23. MSEs seeking exemption and benefits should enclose an attested/ self-certified copy of valid Registration Certificate, giving details of such validity, stores/ services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs. Bids of all such Firms will be rejected, for the reason of not submitting Tender fee & EMD as they are not eligible for exemption from paying Tender Fee & EMD.
24. This NOTICE INVITING e-TENDER shall form part of the contract documents.

Sr. Manager (HR)

Airports Authority of India,
Vadodara – 390 022

**AIRPORTS AUTHORITY OF INDIA
Vadodara Airport**

SECTION – B: 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 12 (Twelve) months and extendable for further 12(Twelve) months on the discretions of AAI.
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. All rates shall be quoted in Price Bid only (As per Performa given in **the Annexure –VII PAGE NO 30** of the tender form).
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.
- 12.1 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.

- 12.2 A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
12. 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.
13. 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.
14. This tender document shall form part of the contract document/agreement.
15. All the tenderers must indicate the capacity & authority of the individual signing tender.

Sr. Manager(HR)
Airports Authority of India,
Vadodara Airport,
Vadodara-302022

**AIRPORTS AUTHORITY OF INDIA
Vadodara Airport**

SECTION – C: SPECIAL TERMS & CONDITIONS OF CONTRACT (SCC)

NAME OF WORK:- Job contract for providing 02(Two) trained nursing manpower (B.Sc or Diploma (nursing) services in two shift to conduct breath analyzer test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara Airport

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. The agency has to submit duty roster of the manpower on monthly basis as per the direction of Sr. Manager (HR).
3. The contractor should quote the rates very carefully in Bill of Quantities (BQQ) considering current rates of minimum wages (Highly skilled) for 02 trained nursing (B.Sc / Diploma(Nursing) manpower services along with all statutory requirements as detailed below. Quoted rates by the contractor should include following cost components:-
 - a) Minimum wages rates (Highly skilled) as applicable.
 - b) Extra payment for 03 National Holidays.
 - c) Total Cost of uniform, Jersey & shoes.
 - d) Cost of consumables, AEP charges.
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, EPF, ESI (if applicable) and Bonus contribution** of employer. In case of any increase in minimum wages during the contract period, same shall be reimbursed to contractor on production of documentary evidence. No additional payment such as contractor profit will be reimbursed due to increased wages.
The current rate of minimum wages (w.e.f. 01.10.2020) as prescribed by CLC for Class B city (Vadodara) is given below for reference:-

Highly Skilled - 777/- per Day

Minimum wages as prescribed by CLC for Class B city (Vadodara) and to be paid up to seventh of every month.

5. ESI(if applicable) & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on basis of submission of documentary evidence i.e. copy of challan with detailed statement of each manpower. The employer contribution to be deposited are as :
 - a) P.F. Contribution @13.61% on actual wage payment for each worker.
 - b) E.S.I(if applicable) @4.75% on actual wage payment for each worker.
 - c) If EPF/ ESIC contributions are not paid by the contractor, AAI reserves the right to withhold 27% for PF & 6% for ESI from total amount of bill for that particular month.
6. The contractor shall intimate EPF account number and ESI registration number for his all employees after award of work and shall have continue valid PF account number and ESI registration number till actual completion of contract.
7. The contractor is required to pay bonus@8.33%(minimum) on the full value of wages to be paid in 12 months to their workmen employed in regular basis (i.e. for example if the gross salary of 12 months is Rs.1,00,000.00 then the bonus shall be Rs.8,330.00 to be paid to deployed person failing which recovery @ 17% against bonus from bill shall be made.
8. 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 conversant.
9. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account. No. & ESI Registration number within one month from award of work.
10. 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 Sr. Manager (HR) for verification.
11. The contractor has to pay bonus@8.33% on actual payment to each worker which will be reimbursed on submission of documentary evidence. In case of non-payment of Bonus by contractor, penalty will be levied as deemed fit by AAI.
12. The Contractor has to make extra payment for performing duties on all 03 National Holidays to each worker.
13. The contractor has to provide winter and summer uniform i/c shoes for all workers on duty. In case workers are found not wearing uniform, penalty

@100/- per person/per day shall be imposed. The details of uniform shall be as under.

- a) Two Pants and two Shirts every year./Two Sarees & Blouse for female workers
- b) One number of full sleeve woollen Jersey every year.
- c) One pair of leather shoes/sandle with three pair of socks every year.

14. 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.

15. 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. The agency should submit the undertaking as per Annexure-II.

16. The contractor shall provide copies of EPF & ESI (If applicable) Electronic Challan cum Receipts of monthly contributions in respect of contract workers engaged for contract work on month to month basis. If PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dated, AAI reserves the right to withhold 27% for PF & 6% for ESI from total amount of bill for that particular month.

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:

19.1 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 there of.

- 19.2 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 Sr. . Manager (HR) or his successor in the office, informed of the said compliance with the bye- laws, payment made notices issued and received.

21. Payment :-

- 21.1 The bill shall be raised monthly by the contractor in triplicate along with following documents & records and be submitted to the o/o Airport Director ,Vadodara by 7th of each month. Payment of the same shall be made by AAI, (by Electronic Money transfer directly to the account) within 30 days subject to undisputed claim
- 21.2 Attendance of the manpower provided to the AAI for Job work /Service during the month.
- 21.3 Statement of payment made in previous month in respect of Manpower provided to AAI for Job Work/Services provided for Deployment of manpower with regard to (a) Attendance, OT (b) Wage including VDA,(c) EPF,(d) ESI and (e) Bonus ETC including deductions from each person's as individual contribution in each head as per Government norms and net payment made by the contractor to each person shall have to be submitted along the bill. In addition any other records as per prevailing provisions of labour laws issued by local Government Authority should also be submitted.
- 21.4 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.
- 22.1 Payment to the Manpower deployed for Job work/Services for above said work by the contractor to be made on or before 7th of each month directly in the bank account of concerned staff deployed by you. This statement to be duly signed by the representative of contractor along with bank acknowledgement.
- 22.2 In the event of any dispute the decision of AAI shall be final and binding on Contractor.

23. Payment of Wages:-

- 23.1 The payment to be made by contractor to manpower provided for services /Job Work for above said work shall not be less than minimum wages as prescribed by the Central Govt. for Class B city (Vadodara). The contractor shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation and Abolition) Act. Minimum Wages Act, Bonus Act Gratuity Act, Employees Provident fund Act, Motor vehicles Act, Industrial Dispute Act, and other industrial enactment's at his own cost and risk, in respect of all staff

employed by him. If due to any reason whatsoever, the AAI is made liable for any acts of omissions and commissions under laws in force, it shall be payable by the contractor and all such liabilities shall be recovered by the AAI from any dues payable by AAI to the contractor and/or from security deposit of the contractor and available properties and sources of contractor through process of law.

- 23.2 Contractor Shall comply all statutory provision various acts in respect of manpower provided for service/job work for said work like EPF, ESI (if applicable) , Labour License etc. in respect of manpower provided to AAI issued by appropriate Government authority and produce necessary voucher for proof of payment made to appropriate authority in respect of EPF, ESI, Bonus etc in next month bill towards the manpower provided to AAI, Failing which their next month payment would not to be processed. The payment of wages should be made directly by the contractor to his workmen and not through any other agencies, in presence of AAI / his representative.
- 23.3 In case of non-payment of wages or any other dues of any workman engaged and provided for Job Work to AAI by contractor, AAI reserves the right to make payment and to recover the amount of such payment from bill of contractor or from any amount payable to him under any contract or as debt payable by contractor.
- 23.4 Release of payment to the contractor each month shall be subject to the contractor satisfying the AAI that the contractor has paid prescribed minimum wages to his workers provided for Job Work to AAI during the previous month and documents/proof submitted by contractor.
- 23.5 If at any point of time during currency of contract awarded to the successful firm, the rate quoted by contractor for Job Work and payment of Wages to their worker including VDA and approved by AAI falls lower than minimum wage including VDA declared by appropriate Government Authority, contractor may submit necessary application for revision of rate of minimum Wage including VDA and related statutory contributions by AAI (percentage of Wage including VDA in respect of ESI, EPF and Bonus excluding contractor service charge) to the Sr. Manager (HR) o/o the Airport Director, Vadodara and the difference will be reimbursed to the contractor without any change in contractor profit. Contractor has to ensure payment of minimum wage to manpower provided to AAI for Job Work and related statutory contributions (ESI, EPF and Bonus) by AAI and contribution by each person & deposition with appropriate Government Authorities as per prevailing laws during currency of contract.
- 23.6 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.

24. COMPLIANCE OF VARIOUS ACTS ON LABOUR:

- 24.1 Contractor has to obtain the valid labour license from the Regional Labour Commissioner before engaging and deputing the workmen at this site under the contract labour (R&A) Act, 1970 and the contractor labour (Regulation and Abolition) central Rules 1971. The labour license shall be valid for entire contract period and extension period of contract. Required form V (Form of certificate by

principal employer) to be issued by AAI immediately after award of work for obtaining the labour license.

24.2 The contractor shall ensure regular and effective supervision and control Job Work by their personnel deployed by him and give suitable direction for undertaking the contractual obligations.

24.3 The contractor has to comply with necessary statutory requirement on contract labour regulations and abolition act 1970 & any amendments thereof. Any violation for not following the labour laws shall be contractor's responsibility. In this regard, an affidavit in Rs.300/- non judicial stamp paper shall be furnished by contractor as per format mentioned in Annexure-V.

25. RECORDS:-

25.1 The contractor shall keep and maintain each and all records as required to be maintained by the contractor under the Contract Labour (Regulation and Abolition) Act 1970, the factories Act, the payment of Wages Act and /or any other applicable laws, rules or regulations, and shall furnish to the concerned officers/authorities in this behalf of any and all information, reports and return as are required to be furnished by the contractor under any such laws, rules or regulations.

25.2 The AAI shall be entitled at all times to carry out any check or inspection of the contractor's facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under provisions. Any violation shall, without prejudice to any other rights or remedies available to the AAI, constitute a ground for termination of the contract as though specifically set for under clauses of GCC thereof.

26. CHANGE IN QUANTITY :

The AAI reserves the right to vary the quantity of Man Power or group of Manpower to be ordered 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 50% of the original quantity ordered during the currency of the contract.

27. 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.

28. 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.

29. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.

30. Agency/contractor shall arrange for police verification of character & antecedents, Airport Entry Passes (from BCAS) manpower to be provided at Agency/Contractor Cost.
31. Contractor shall provide the photo identity card/badge & uniform and to all his employees, indicating name, designation etc.
32. 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.

33. PENALTY :-

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

34. ARBITRATION AND LAWS:

- I. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings 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, design, drawing, 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.

35. 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.

36. TERMINATION OF CONTRACT

- 36.1. 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, Vadodara Airport, Vadodara shall be the sole judge.
- 36.2 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 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.
- 36.3 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 out right termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.
- 36.4 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.
- 36.5 Notwithstanding anything contained above, if the contract is terminated on the ground of force major, AAI will not be responsible to pay any compensation.

37. EARNEST MONEY AND SECURITY DEPOSIT:

- 37.1 Proforma for EMD declaration to be submitted in Envelop -I
- 37.2 **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 @3% of ordered annual value, within 30 days from the date of issue of work order. (Excluding taxes, duties, transportation charges, if any). The security deposit shall be furnished in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee in case it works out more than One Lac in favour of Airports Authority of India, Vadodara drawn on a Nationalized /Scheduled Bank (As per RBI Schedule) having office in India and payable at Vadodara. No interest on security deposit is payable by AAI.
- 37.3 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.

38. 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.

39. 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 "letter of Intent" to the contractor, he will notify to the Sr. Manager (HR), AAI, Vadodara Airport, Vadodara, 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 Sr. Manager (HR) OR his designated person within the time frame as prescribed by him. On the satisfactory inspection and acceptance of Manpower by Sr. Manager (HR) OR his designated person, the contractor will have to execute a work contract on a sum of Rs. 300/- (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.
- (i) Only inspected and accepted manpower will be provided during the period of contract expect for sick or leave the Job etc. for which the contractor will have to provide adequate and suitable replacement of staff to AAI. During the currency of contract, if contractor desires to change his existing staff, he will have to submit a written notice along with the replacement staff and the same will be allowed by Sr. Manager (HR) Or by his designated person, only after his satisfactory verification.

40. Period of Contract:

Initially, the period of contract will be for 12 (Twelve) months. The same can, however, be extended for a further period of another 12 (Twelve) months 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.

41. Miscellaneous:

- (i) AAI Reserves the right to withhold minimum amount from the running account payments if PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on the due dates.
- (ii) The AAI also reserve the right to award the whole OR part of the work to a contractor.
- (iii) 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.

42. 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”.

43. Novation Clause:

The contract period is for One 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.

44. 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.

Signature of the Tenderer

Name

Date

Place

Email-id

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

Date:

**Sr. Manager(HR)
Airports Authority of India,
Vadodara Airport,
Vadodara- 390022.**

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work "**Job contract for providing 02(Two) trained nursing manpower services(B.Sc or Diploma (nursing) to conduct breath analyser test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara Airport**" 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 to forfeit the 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 declaration for EMD in prescribed proforma for the above-mentioned work.

6. The required proforma for Earnest Money declaration for this work has been submitted in Envelope-II here with.
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)

Airports Authority of India

Item Rate Tender & Contract for Work

Airport: Vadodara

Branch : HRM

Tender for the work of "Job contract for providing 02(Two) trained nursing manpower services (B.Sc / Diploma (Nursing) to conduct breath analyser test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara Airport"

(A) Tender in three e-bids (Envelope-I, II & III) to be uploaded up to *
up to *_____Hrs on CPP e-Tender Portal.

Envelope-I to be opened on *_____at *____Hrs in the office of Sr.
Manager(HR), Airports Authority of India, Vadodara Airport, Vadodara-390022.

*Date & Time as per Critical Date Sheet

TENDER

I / We have read and examined the notice inviting tender, schedule A, B, C, D, E & F, Specifications applicable, Drawings, & Designs, General Rules and Directions, Conditions of Contract, Clauses of Contract, Special Conditions, Schedule of Rates & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I / We hereby tender for the execution of the work specified for the Airports Authority of India within the time specified in Schedule 'F', viz. schedule of quantities and in accordance in all respects with the Rules and Directions and in Clause 11 of the Conditions of contract and with such material as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Ninety (90) days** from the date of opening of Envelope-III (Financial Bid) of three bids and not to make any modifications in its terms and conditions.

Proforma for Earnest Money declaration is enclosed. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I / We agree that the said AAI or his successors in office shall without prejudice to any other right or remedy, be at liberty to take action as per clause 1 of clauses of contract. Further, if I/We fail to commence work as specified, I/We agree that AAI or his successors in Office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the Performance Guarantee absolutely, otherwise the said earnest money

shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage maintained in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in clause 12.2 and 12.3 of the tender form. Further, I /We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Date : _____
Witness : _____
Address: _____
Occupation: _____

Signature of the Contractor
Postal Address

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Airports Authority of India for a sum of Rs. _____ (Rupees _____)

The letters referred to below shall form part of this contract

- Agreement:- (i)
(ii)
(iii)

For & on behalf of
The Chairman, Airports Authority of India.

Signature-----
Dated.....

Designation-----

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.....

AFFIDAVIT

(To be executed in 300/- 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)

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.

UNDERTAKING

**(Regarding Debarred/ Blacklist)
(On Rs. 300/- 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 -VII

(FOR PRICE BID ONLY)

SCHEDULE OF RATES(BOQ)

NAME OF WORK: Job contract for providing 02(Two)trained nursing manpower services (Graduate or Diploma (Nursing) to conduct breath analyser test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara Airport

S.N	Details of the Item	Qty.	Unit	Rate/Per day (Rs.)	Total Amount for 730 days(Rs.)
1	2	3	4	5	(3 x 5 =)
01	Job contract for providing trained nursing manpower services (B.Sc.(Nursing) / Diploma(Nursing) to conduct breath analyser test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara airport 02 No's manpower * 365 days = 730 days	730	days		
Grand Total					

Note:-

1. Quoted rates should be excluding of GST, EPF, ESI(if applicable) & Bonus etc but should be including wages as per prevailing minimum wages, uniform charges, contractor profit and AEP charges (Rs.150.00 per person). GST, EPF, ESIC & Bonus (@ 8.33%) shall be reimbursed extra as per rules on producing the proof of payments.
2. Bid of those bidders who will quote their bid of an amount less than Rs.5,84,310.00 (excluding of EPF, GSLIS, Bonus, and GST) (less than prevailing minimum wages for Highly skilled as prescribed by CLC as on 01.10.2020) shall not be considered for L-1 and shall be summarily rejected without assigning any reasons.
3. AAI reserves the right to award the similar contract separately based on itemise lower rates offered by the agencies.

Accepted Terms & Conditions

Sign of the Contractor with seal.

PROFORMA FOR BANK GUARANTEE
(SECURITY DEPOSIT)

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

Airport Director,
Airports Authority of India
Vadodara Airport, Vadodara

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 it 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 up to.....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.

AGREEMENT

Agreement no :

This agreement made on this _____ between **Airports Authority of India**, a statutory corporation incorporated under section 18 (2) of the Airports Authority of India Act 1994, having its head office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110003 through Airport Director, Airports Authority of India, Civil Aerodrome, Vadodara -390 022, (hereinafter referred to as "**Owner" or AAI**"), which expression shall include its administrations, successors, executors and assigns) of the one part and

_____ (Hereinafter referred to as the "**Contractor**") which expression shall include its administrators, successors, executors and permitted assigns of the other part. Whereas "Airports Authority of India" is desirous of getting the work of "**Job contract for providing 02(Two)trained nursing manpower services (B.Sc /Diploma (nursing) to conduct breath analyser test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara Airport**" (Hereinafter called the "Work") done and had invited Tenders for this work as per Tender Documents sold for this _____ purpose. And _____ whereas,

_____ has participated in the above referred bidding vide their proposal dated _____ and Airports Authority of India accepted their aforesaid proposal and awarded the work to _____ as per terms and conditions contained in its award letter number _____ and the documents referred to therein, which have been accepted by _____ resulting into a "CONTRACT".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1.0 AWARD OF CONTRACT: -

Airports Authority of India has awarded the contract to _____

for the work "**Job contract for providing 02(Two)trained nursing manpower services (B.Sc/Diploma (nursing) to conduct breath analyser test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara Airport**" along with the terms and conditions contained in its award letter No. _____

and the documents referred to therein. The award has taken effect from _____. I.e. the date of issue of the aforesaid letter. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "CONTRACT DOCUMENTS" referred to in this succeeding article.

Article 2.0 CONTRACT DOCUMENTS: -

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "CONTRACT DOCUMENTS").

SR. NO.	DESCRIPTION	PAGE NOS.
1	INDEX	1
2	DECLARATION PROFORMA	1
3	AFFIDAVIT FOR MINIMUM WAGES	2
4	UNDERTAKING FOR REGISTERED UNDER GST AND COMPLIANT OF GST PROVISION	1
5	UNCONDITIONAL ACCEPTANCE LETTER	2
6	Item Rate / Contract Rate	2
7	E - PAYMENT FORMAT	1
8	NOTICE INVITING TENDER	6
9	GENERAL CONDITIONS OF CONTRACT	2
10	SPECIAL CONDITIONS OF CONTRACT	11
11	SCHEDULE OF QUANTITY	1
12	AWARD LETTER	3
	TOTAL PAGES	

All the aforesaid contract documents contain corrections as mentioned against individual pages, and are initialled by both the parties by their authorized representatives.

All the aforesaid contract documents shall form an integral part of this agreement, in so far as the same or any part thereof confirm to the Tender and what has been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the contractor in its "Proposal" not agreed to by the owner in its letter of award shall be deemed to have been withdrawn by the contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the "AGREEMENT".

Article 3.0 CONDITIONS & CO-VENANTS

The scope of contract, consideration, terms of payment, and period of completion, defects liability period, price adjustment, taxes wherever applicable, insurance,

liquidated damages and all other terms and conditions are contained in the aforesaid contract documents. The contract shall be duly perform by the contractor strictly and faithfully in accordance with terms of the agreement.

The Agreement constitutes full and completed understandings between the parties and terms of the present. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be affected only by a written instruction signed by the authorized Representatives of both the parties.

Article 4.0 SETTLEMENTS OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in clause 25 of the General Conditions of the Contract and the provisions of the Arbitration and conciliation Act 1996 shall apply and Vadodara Courts alone shall have exclusive jurisdiction over the same.

Article 4.1 NOTICE OF DEFAULT

Notice of default given either part to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties here to if delivered against acknowledgement due addressed to the signatories at the addresses mentioned hereinabove.

This Contract Agreement is allotted the Number _____

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent authorities of both the parties) on the day, month and year first mentioned at Vadodara.

(Signature of Contractor)

For and on behalf of Chairman,
Airports Authority of India

(Signature of witness)
Name & Address
of witness _____

(Signature of witness)
Name & Address
of witness _____

E – Payment

Date:

To,
Airport Director
Airports Authority of India,
Vadodara – 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 for providing 02(Two)trained nursing manpower services (B.Sc /Diploma (nursing) to conduct breath analyzer test as per DGCA CAR-Air safety series F Part IV issue-I dated 16.09.2019 at Vadodara Airport"

1.	2.	3.	4.
Sr No	Qualifying Criteria	Particulars	Enclosure Check List
ENVELOPE - I			
01	Tender cost Rs.1180.00		Yes / No
02	EMD Declaration		Yes/ No
03	Copy of MSME/NSIC registration certificate(if applicable)		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		Registration Certificate of EPF uploaded (YES/NO
05	ESIC Registration certificate		Registration Certificate of ESIC uploaded (YES/NO
06	Unconditional Acceptance letter (Annexure I)		Uploaded - YES/No
07	Tender form Item rate contract (Annexure II)		Uploaded - YES/No
08	Declaration (Annexure-III)		Uploaded - YES/No
09	Affidavit for minimum wages etc (Annexure-IV)		Uploaded - YES/No
10	Undertaking for GST compliance (Annexure-V)		Uploaded - YES/No
11	Undertaking for debar/black list (Annexure-VI)		Uploaded - YES/No
12	Digitally signed complete tender document		Uploaded - YES/No

Place:

Signature with Stamp

Date:

Authorized Signatory of the Firm/Contractor

DECLARATION

I/ We (-----) hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage found fake/incorrect, action may be taken against me/us as per AAI policy.

Signature with Stamp
Authorized Signatory of the Firm/Contractor.

Place:

Date:

PROFORMA FOR EARNEST MONEY DECLARATION

(To be Submitted on contractor letter head)

I/We _____
(name Of agency) _____ have submitted bid for
_____ (name Of Work)
_____.

I/We hereby submit following declaration in lieu Of submitting Earnest Money Deposit.

1. If after the opening of tender I/We withdraw of modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender document

Or

2. If after award of work order I/We fail to sign the contract or to submit performance Guarantee beforee the deadline defined in the tender document.

I/We Shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

Signature of the contractor(s)