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AIRPORTS AUTHORITY OF INDIA



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DEPARTMENT OF TECHNICAL
LAL BAHADUR SHASTRI INTERNATIONAL AIRPORT,
VARANASI-221006

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TENDER DOCUMENT

(Tender ID : 2017_AAI_2196)

Name of work:- Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance for vehicles of E&M workshop, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur, Varanasi , for a period of 02 Years

Certified that this Draft tender document contains total -Nos of pages serially numbered from 01 to 61

APPROVED BY

(R.K. Prasad)
AGM (Technical)

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Certified that this Draft NIT contains Tender Bid-I,II & III & total 57 (**Fifty Seven Only**) pages as mentioned above.



NOTICE INVITING E-TENDER
(Tender ID : 2017_AAI_2196)

1. Item rate tenders are invited through the e-tendering portal by AGM (Tech), AAI, LBSI Airport, Varanasi-221006 (Bid Manager) on behalf of Chairman, AAI, from eligible contractors for the work "Providing Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance for vehicles of E&M workshop, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur, Varanasi , for a period of 02 Years." at an estimated cost of Rs. 32,94,950.00 with period of completion 24 (Twenty Four) Months.

The tendering process is online at e-portal URL address **www.etender.gov.in** or NIC CPP Portal link provided at AAI e-portal URL address www.aai.aero/public_notices/etaps.jsp. Aspiring bidders may go through the tender document by login the NIC CPP e-tendering portal.

Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Bidders Manual Kit & Help for Contractors", register themselves at NIC CPP e-tendering portal, obtain 'User ID' & 'Password' and go through the 'Help for Contractors / Bidder's Manual Kit' available in the Home Page after log in to the NIC CPP portal www.etenders.gov.in. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days time. The tenderer may also take guidance from AAI Help Desk Support.

Hard Copy of tender application / any other documents (except Original Demand Drafts against Tender Fee & EMD) shall not be entertained.

Tender fee of Rs. 1180 including GST (non-refundable) will be required to be paid offline in the form of Demand Draft drawn **in favour of Airports Authority of India** payable at **Varanasi** from Nationalized or any scheduled bank (but not from co-operative or Gramin bank).

EMD of value of **Rs.82,374/-** shall be accepted offline only in the form of Demand Draft drawn in favour of **Airports Authority of India payable at Varanasi** from Nationalized or any scheduled bank (but not from co-operative or Gramin bank).

The original Demand Drafts (DD) against Tender fee and EMD shall be submitted to AGM (Technical), AAI, L.B.S.I Airport, Varanasi-221006 on or before the due date and time i.e. by 12.09.2017 up to 18:00 Hrs. Any postal delay will not be entertained. The details of the Demand Draft / any other accepted instrument physically sent, should tally with the details available in the scanned copy uploaded and the data entered during the bid submission time.

2. Mode of Bid Submission:

Bids shall be submitted online only at NIC CPP e-portal website: www.etenders.gov.in. Bidders / Contractors are advised to follow the instructions /guidelines provided at “Bidders Manual Kit” & “Help for Contractors” for online Bid Submission”.

Further it may be noted that tenders which are duly submitted on e-tender portal (CPP) shall only be final and tenders just saved without submission will not be available to the evaluation purpose. Bidders are requested to go through FAQ and Help Files available in the NIC CPP e-portal. In case of any difficulty, bidders may contact the Help Desk numbers and email IDs provided in the CPP portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

It is Three Covers on-line bidding system. The following Three Covers shall be submitted through online at NIC CPP e-portal by the bidder. Last date and time of submission of bids is **as per critical date sheet**.

Cover-I (Fee Cover): Containing scanned copy of DD against Tender Fee & EMD

Scanned copy of Demand Drafts against Tender Fee & EMD shall be uploaded in Cover-I (Fee Cover) on CPP portal.

The original Demand Drafts (DD) against Tender fee & EMD shall be submitted to AGM (Technical), AAI, L.B.S.I. Airport, Varanasi-221006 on or before the due date and time. The bidders who do not submitted the original demand drafts against tender fee & EMD by due date & time, their tender application shall be summarily rejected.

Cover-II (PreQual & Technical Cover): Containing qualification requirements of Contractors/ Firms and scanned copy of Unconditional Acceptance Letter:-

The tenderer shall submit their application by downloading the “e-Tender Notice /Tender Document” from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criteria mentioned below in the “Cover-II (PreQual & Technical Cover)” on the CPP portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Qualifying requirements of Contractors / Firms:

- (i) Experience of having successfully executed work of similar type of providing Skilled Manpower for Job Works to Govt. OR Pvt. firms during last 7 (Seven) years ending on July 2017, and
- (ii) Should have Permanent Account Number (PAN), and
- (iii) Should have satisfactory completed (# Phase /Part completion of the scope of work in a contract shall not be considered, **however pre determined phasing of the work will be accepted**) three works, each of **Rs 13.18 Lakh** or two works, each of **Rs 16.47 Lakh** or one work of **Rs 26.35 Lakh** in single contract of similar nature of “**Manpower management for vehicles**” during last seven years ending on last date (extended date) of submission of eBid in India.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. **Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of Tax deduction at sources**

certificate in support of their claim for having experience of stipulated value of work, and

- (iv) Should have annualized average financial turnover of **Rs 9.88 Lakh** against works executed during last three years ending 31st March of the previous financial year. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected, and
- (v) Should have valid EPF & ESI registration , and
- (vi) Should have valid registration for providing skilled manpower, and
- (vii) Should have GST Registration, and
- (viii) Scanned copy of duly signed and stamped Unconditional Acceptance Letter of AAI tender condition and scanned copy of power of attorney/authorization (if applicable) letter for tender document/bidding on CPP Portal shall be submitted. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Cover-III (Finance Cover): Containing the financial e-bid through CPP portal.

All rates shall be quoted in the format uploaded in the CPP e-portal and no other format is acceptable. The tenderer shall upload the digitally signed **Price Schedule (.xls type file) in Cover –III (Finance Cover).**

Bidders may please note that the Schedule of Quantities (SOQ) is uploaded in the portal. The same Schedule of Quantities (SOQ) shall be downloaded, opened and be filled in the blue colored editable (un-protected) cells only with their respective financial quotes /rates and other details (such as name of the bidder). No other cells should be changed. Once the details have been filled & completed, the bidder should save it and submit it online, without changing the filename. If the SOQ / BOQ file is found to be modified by the bidder, the bid will be rejected.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided/uploaded only and no other format is acceptable.

3. Tender who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://etenders.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AAI.

4. CRITICAL DATE SHEET:

Published Date & Time	22.08.2017 / 10:00 HRS.
Bid Document Download/ Sale Start Date & Time	22.08.2017 / 10:00 HRS.
Bid Document Download/ Sale End Date & Time	11.09.2017 / 18:00 HRS.
Clarification Start Date & Time	22.08.2017 / 10:00 HRS.
Clarification End Date & Time	31.08.2017 / 18:00 HRS.
Bid Submission Start Date & Time	22.08.2017 / 10:00 HRS.
Bid Submission End Date & Time	11.09.2017 / 18:00 HRS.
Bid Opening Date & Time (Cover)-I	13.09.2017 / 10:00 HRS.
Last Date & Time of submission of Original Demand Drafts (DD) against EMD and Tender Fee.	12.09.2017 / 18:00 HRS.

5. Bids Opening Process is as below :-

Cover-I (Fee Cover): Containing scanned copy of DD against EMD & Tender Fee / scanned copy of documents for Tender Fee (uploaded by the contractors / firms) shall be opened on **13.09.2017 at 10:00 Hrs.** The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors / firms through e-tendering portal.

Cover-II (PreQual/Technical Cover): Containing pre-qualification documents /certificates and scanned copy of duly signed Unconditional Acceptance Letter (uploaded by the contractors / firms) shall be opened of those bidders only, who had uploaded the scanned copy (in Cover-I) & submitted the hard copy of original Demand Drafts for Tender Fee & EMD by due date & time.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in **Cover-I and Cover-II (except scanned copy of duly signed Unconditional Acceptance Letter)**, he will be asked to provide it through "Upload Short Fall Documents" link in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable for rejection.

Tenderer who failed to upload the scanned copy of duly signed Un-conditional Acceptance Letter in Cover-I /Cover-II on the CPP e-tendering portal by due date & time of bid submission (or by extended date & time of bid submission, if any), his tender application will be summarily rejected. Hard copy of documents shall not be entertained.

The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors / firms through e-tendering portal.

Cover-III (Finance Cover): Containing the financial e-bid through CPP portal.

The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened (**Depending on Pre Qual/Technical Bid evaluation, any changes in the date shall be intimated through /uploaded in CPP e-portal**).

6. 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.
7. AAI reserve the right to disallow issue of tender documents to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter or restrain / Temporary / Permanent debar by any department of AAI. **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 :**
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.
8. Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
9. **If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors / Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.**

AGM (Technical)
AAI, Varanasi
for & on behalf of Chairman, AAI

UNDERTAKING

(For the agencies who do not have GST Registration)

I/We(_____)hereby undertake that I/we shall produce the GST Registration after award of work and I/We shall continue this valid GST Registration Number till the actual completion of the contract. In the case of non-compliance of GST rules & regulations the contractor / firm / agency shall be solely responsible.

Signature with Stamp
Authorized Signatory of the Contractor

Place: _____

Date: _____

AIRPORTS AUTHORITY OF INDIA
NOTICE INVITING TENDER-D.E.-8

1. Item rate tenders are invited through the CPP Portal www.etenders.gov.in by **AGM (Technical)**, Airports Authority of India, LBS international Airport Varanasi on behalf of chairman, AAI, from enlisted contractors of appropriate class of providing skilled manpower, labours to govt. or private firms for the work **“Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance for vehicles of E&M workshop Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur, Varanasi , for a period of 02 Years”** at an estimated cost and completion period as per e-NIT Sr.No. 1 (Page A-2).
2. The tenders shall be in the prescribed Form, are invited in three bid system:
 - i) **Envelope-I** : Containing scanned copy of DD against EMD & Tender Fee.
 - ii) **Envelope-II** : Containing qualifying requirements of Contractor/Firms cum Technical Bid.
 - iii) **Envelope-III** : Financial Bid.
3. **Time limit : As per e-NIT Sr. No. 1 (Page No. A-2)**
4. Not more than one tender shall be submitted by a contractor or by a firm. Not more than one concern in which an individual is interested, as proprietor and/or partner shall tender for the execution of the same work. If they do so, all such tenders shall be liable to be rejected.
5. The Accepting Authority as mentioned in **Schedule “F”/2 (viii)**, shall be the accepting officer hereinafter, referred to as such for the purpose of this contract.
6. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so. Such power of attorney to be uploaded with the tender, and it must disclose that the firm is duly registered under the Indian partnership Act, 1952.
7. Tender documents consisting of specifications, Schedule of quantities of the work conditions of contract and other necessary documents has to be uploaded in CPP Portal www.etenders.gov.in. Tender document can be downloaded from the CPP Portal. Tender fee of **Rs. 1180/-** including GST is to be paid through offline only in the form of Demand Draft Drawn in favour of Airports Authority of India payable at Varanasi from a nationalized or any scheduled bank (but not from co-operative or Gramin bank).
8. Copies of other drawings and documents pertaining to the works signed for the purpose of identification by the Accepting Officer or his accredited representative will be available at CPP Portal itself.
9. 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 works to be done and of conditions.
10. All rates shall be quoted in the format provided on CPP Portal and no other format is acceptable.
11. As this tender is an Item rate Tender, rates for all items quoted shall only be considered. Any Tender containing percentage below/above the total estimated cost is liable to be rejected. Tenderers which { C- Nil, I- Nil, O- Nil, OW- Nil}

propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected. Any Tender containing percentage below/above the rates quoted is liable to be rejected.

12. Tenders shall be received through CPP Portal upto the date and time as mentioned at **page no. A-2** as per e-NIT and shall be opened on the date and time as mentioned at **page no. A-5** of e-NIT. Any change or extension of date shall be intimated through e-tendering portal.
13. **EMD amount as mentioned at Page no. A-2** of e-NIT shall be accepted offline only in the form of Demand Draft Drawn in favour of Airports Authority of India payable at Varanasi from a nationalized or any scheduled bank (but not from co-operative or Gramin bank).
14. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and 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. **Responsive bidder** is one who submits priced Tender and accepts all terms, conditions and specifications of the contract documents.

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 acceptance to AAI shall also be treated as a major modification.

Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.

15. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates. No claim whatsoever will be entertained on this account.
16. On acceptance of Tender, **“earnest money”** will be treated as part of the security deposit.
17. Airports Authority of India shall return the earnest money where applicable to every unsuccessful Tenderer except as provided in the Tender documents.
18. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to be rejected.
19. The Tender shall not be permitted to tender for works in Airports Authority of India Technical Department, responsible for award and execution of contracts, in which his near relative is posted as Manager Finance & Accounts or Sr. Officer or as an engineer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years.
20. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of Airports Authority of India/Govt. of India is allowed to work as a

contractor for a period of two years of his retirement from Airports Authority of India/Government service, without the previous permission of Airports of India/Govt. of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Airports Authority of India/Govt. of India as aforesaid before submission of the Tender or engagement in the contractor's service.

21. The Tender for the work shall remain open for acceptance for a period of **180 days** from the actual date of opening of financial bid. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty **to forfeit the full said earnest money absolutely.**
22. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the AGM (technical) shall be communicated to the AGM (Technical).
23. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
 - a) Forfeit the **entire amount of EMD** submitted by the firm.
 - b) Debar the firm for minimum 3 years from tendering in AAI in any name/style.
24. GST/purchase tax/turnover tax/work contract tax (except service tax) / octroi / royalty / Construction Employee Welfare Cess/ Labour Cess, Excise or any other duty levied by Custom Authorities in respect of import of any materials or any other tax on material, labour, services or contract in respect of this work contract including payment to local/Govt./Statutory authorities shall be payable by the contractor and Airports Authority of India will not entertain any claim whatsoever in this respect. Statutory deductions i.e. work contract tax; Income tax, Education cess etc will be deducted at the time of making payment of running account bill applicable as per government law during payment made to the Contractor. Nothing extra will be paid by AAI in this respect. GST exempted / applicable as per prevailing GST rules. GST will be reimbursed as per the prevailing GST rules for which an invoice to be raised by the agency with challans /details. GST registration number also to be produced by the agency after award of work for processing the bill. GST shall be dealt as per prevailing Govt./AAI rules.
25. a) All tendered rates shall be inclusive of all taxes and levies (except GST & EPF) payable under respective state. However, pursuant to the Constitution (46th Amendment) Act. 1982, if any further tax or levy is imposed by State, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes / levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not in the opinion of the AGM

(Technical) (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

- b) The contractor shall keep necessary books 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 / or AGM (Technical) and further shall furnish such other information / document as the AGM (Technical) may require from time to time.
- c) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th amendment) Act 1982, give a written notice thereof to the AGM (Technical) that the same is given pursuant to this condition, together with all necessary information relating thereto.

26. The site for the work is available & shall be handed over in phase manner.

27. **MODE OF SUBMISSION OF TENDERS:**

27.1 Tender for the work shall be submitted online through CPP portal in open tender three envelope system as detailed below:

Tenderer should download the Tender Documents from the CPP portal, fill up the required information and upload the same after digitally signing well in time along with authorization letter /power of attorney, if any, required.

Last date for the online submission of e-bid (Envelope I, II & III) is as per e-NIT (Page no. A-2 & S.No-2).

- (i) **Processing Fee for online E-Tender:** e-Tender/ Bid application processing fee of Rs. 1180.00 including GST(Rupees One thousand one hundred eighty only) will required to be paid offline **as per e-NIT (S.No. 1 on Page A-2).**
- (ii) The original (Hard Copies) of EMD amounting of as mentioned in **S.No.1 of Page No. A-2** will required to be paid offline. The Bidders who fail to submit the EMD (in original) & other documents by due date & time, their tender shall be rejected out-rightly.
Postal delay, if any, will not be considered/entertained.

Refund of EMD

EMD of unsuccessful bidders who fail to qualify the eligibility/ technical stage shall be initiated automatically within 07 days of their rejection. For all bidders whose financial bid are opened the refund of EMD except for L-1 bidder shall be processed within 7 days of opening of the financial bid.

Envelope –I: Containing scanned copy of DD against EMD & Tender

- (i) It shall contain scanned copy of DD against EMD & Tender Fee.

Envelope- II: Containing qualifying requirements of Contractor/ Firms

- (i) It shall contain scanned copy of self-attested documents/ credentials like Details of Registration /Authorization certificates, experience from Govt. organizations or private clients, turnover, PAN No., GST registration, required to be submitted in support to meet the eligibility criteria as per the Notice Inviting E-Tender (e-NIT).

- (ii) Scanned copy of duly signed Unconditional Acceptance of AAI's Tender Conditions in the prescribed format. scanned copy of Power of Attorney/ Authorization letter for signing tender document (If applicable).
- (iii) If any of the supporting documents is submitted in any language other than English & Hindi, a self-attested English/Hindi version shall be submitted with the respective document.

Envelope -III (Financial Bid): The Financial e-Bid through e-portal.

- (i) The Bidders shall quote their item rates online through e-tendering portal only.
 - (ii) The Price Bids / Financial Bids of those Bidders who are fulfilling the criteria Envelope-I and Envelope-II shall be opened.
 - (iii) All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white 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.
 - (iv) In event no rate has been quoted for any item(s) leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
 - (v) All rates shall be quoted online in the CPP portal in Indian Rupees only in the Envelope-III (Financial Bid Folder).
 - (vi) AAI does not give any concessional forms / certificates / permits towards any taxes, duties & other levies like GST.
- 27.2 Once the contractor has uploaded the digitally signed unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark(s)/ conditions(s) in / along with the Tender Document.
- 27.3 In case, the condition 28.2 above are found violated, the tender shall be rejected and 10% of the EMD amount shall be forfeited.
- 27.4 This Notice Inviting Tender shall form part of the contract documents. The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 15-days from the date of award of work sign the contract consisting of Notice inviting Tenders, General conditions of contract, special/additional condition, General and particular specifications, drawings, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

28. PROCEDURE FOR OPENING OF TENDER

Following steps shall be followed for opening of tender documents.

Envelope-I:- Envelope-I shall be opened as mentioned on Page No. A-5 e-NIT.

Envelope-II: Date of opening of Envelope – II shall be intimated to the eligible bidders through CPP Portal.

Envelope-III: Date of opening of Envelope – III (Financial Bid) shall be intimated to the eligible bidders through CPP Portal.

29. Rejection of Tender

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

- (ii) If the tenderer deliberately gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and to forfeit the Earnest Money, absolutely.
 - (iii) Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by firms who resort to canvassing are liable for rejection.
 - (iv) Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
 - (v) No correspondence shall be entertained from the tenderers after the opening of Price bid of the tender unless called by AAI.
 - (vi) Tenders with incomplete / ambiguous details are liable to be rejected without seeking any further clarification.
30. Purchase preference to the Central Public Sector Undertakings shall be given, as applicable, on the date of opening of tender.
31. **Validity of Tender**
- The tender for works shall remain open for acceptance for a period of **180 Days** from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
32. Tenderers are advised to get themselves acquainted for e-tendering participation requirements at “bidders manual kit and help for contractors”, register themselves at CPP portal, obtain ‘User ID’ & ‘Password’ and go through the ‘help for contractors/bidders manual kit’ available in the home page after login to the CPP portal <http://etenders.gov.in/eprocure/app>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application.
33. Tenderers are advised to go through the “help for contractors/bidders manual kit” given on the CPP portal <http://etenders.gov.in/eprocure/app> for online guidance, before online registration and submission of their applications/bids and submit their applications along with firms bio-data & self-attested documents/credentials etc. as required as an attachment before due date **as per e-NIT (Page No. A-5, S.No. 5)**.
34. AAI is not responsible for any postal delay or delay due to link failure /internet problem etc. in respect of submission /receipt of any documents or in submission of e-Bid. Bidders who are intending to submit responsive 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- Bid is submitted in time.

For and on behalf of
Airports Authority of India
Signature:
Designation:
Date:

AIRPORTS AUTHORITY OF INDIA

Item Rate Tender

Airport : Varanasi

Division: Branch : Technical

Tender for the work of: **“Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance for vehicles of E&M workshop Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur, Varanasi , for a period of 02 Years”**

(A) Date and time of submission of Tender e-bid (Envelope I, II & III) as per e-NIT S.No. 2 on Page e-NIT A-2 and A-3) on CPP Portal.

(B) Date and time of submission of original DD against tender fee and EMD.

Any extension of date shall be intimated through e-tendering portal & AAI Website.

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 financial bid and not to make any modifications in its terms and conditions.

EMD amount as per e-NIT-Envelop-I, S.No. 1 (Page No. A-2) is here by forwarded in the form of offline only in the form of Demand Draft Drawn in favour of Airports Authority of India payable at Varanasi from a nationalized or any scheduled bank (but not from co-operative or Gramin bank). 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 absolutely, otherwise 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 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.

Signature of the Contractor

Date: _____

Address: _____

Occupation: _____

AFFIDAVIT

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

I am competent to swear this affidavit on behalf of
(Name of agency). I state that, in the event of work is awarded to our agency, the wages to be paid
to the workers engaged shall not be less than the minimum wages determined by appropriate Govt.
Authorities from time to time. Dated this, the day ofmonth
Year.

DEPONENT

Place:

Date:

Date: _____

To

AGM (Technical)

AIRPORTS AUTHORITY OF INDIA

L.B.S. INTL, AIRPORT VARANASI

Subject :- Request for E-Payment

Sir,

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

- i) Name of the Company :
- ii) Address :
- iii) Bank A/c No. :
- iv) Bank/Branch Name & Address :
- v) Branch Code :
- vi) IFSC Code of the Bank :
- vii) 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,

()

Authorised Signatory

{ C- Nil, I- Nil, O- Nil, OW- Nil}

A-16

CHECKLIST & DECLARATION TO BE SUBMITTED BY APPLICANTS ALONGWITH TENDER

Name of work: "Providing Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance work for vehicles of E&M workshop of Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006 for a period of "Two Years "

Ref	Qualifying Criterion	Particulars	Enclosure
1	Name and address of the firm		
2	Authorized Signatory (Name and Designation)		
3	Certificate from clients of having satisfactorily completed similar works.	Details of the three/Two/One works as applicable	Copy of the certificates enclosed: Yes/ No
	a) Three works of 40% of amount Rs.13.18 Lakh OR b) Two works of 50% of amount Rs.16.47 Lakh OR c) One work of 80% of amount Rs.26.35 Lakh in single contract of similar nature of work during last 7 years ending on July-2017.	1.Client: Work : Order No. & Dt.: Cost: Dt. Of Completion: 2.Client: Work : Order No. & Dt.: Cost: Dt. Of Completion: 3.Client: Work : Order No. & Dt.: Cost: Dt. Of Completion:	
4	TURNOVER:	Year INR (in Lacs)	Proof of

	Annualized average financial turnover equivalent to 30% of Estimate amount during last three years ending 31st March of the previous financial year.	Year 14-15 15-16 16-17 Avg.	Amount /Loss	Profit	turnover enclosed (Abridged balance sheet and profit & loss A/C) : Yes / No
5	Permanent Account No. (PAN)				
6	EPF Registration No.				
7	ESIC Registration No.				
8	GST Registration No.				
9	Details of Tender fee (Demand Draft)	In favour of Airports Authority of India payable at Varanasi			Tender fee paid YES/NO
10	Unconditional Acceptance Letter				
11	Digitally signed tender document				
12	EMD shall be deposited in form of Demand Draft	In favour of Airports Authority of India payable at Varanasi			EMD fee paid YES/NO
13	Scan Copy of drivers' Driving Licence				
14	Tender Document upload				
15	Declaration as Para 20 (xii)				

DECLARATION

I hereby declare that the documents submitted/ enclosed are true and correct. In case any document at any stage found fake/ incorrect, my EMD may be forfeited & debarred from tendering in AAI.

Date:

Signature with stamp
Authorized signatory of the Agency
Email Address.....
Ph. No.....

SECTION - A: GENERAL INFORMATION AND GUIDELINES (GIG)

1. Purpose and Scope of Tender Document:

Airports Authority of India (AAI) manages a total of 125 Airports which includes 11 International Airports, 08 Customs Airports, 81 Domestic Airports and 25 Civil Enclaves at Defense Airfields. On behalf of Chairman, Airports Authority of India, the Asstt. General Manager (Tech), Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi – 221006, India (Tele: 7408412263) invites item rate e-tenders in three Bids system, i.e. Pre-qualification cum Technical & Financial, "Providing Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance work for vehicles of E&M workshop, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi – 221006 for a period of **"Two Years "** as under:

S No	Description	Qty	Nature of Duties
	"Providing Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance work for vehicles of E&M workshop, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006 for a period of "Two Years " .	05 Drivers & 02 Helpers	@ 26 days Per month, 8 Hrs a day working basis (with one weekly off)

2. The Firms fulfilling the following Pre-Qualifying conditions criteria are eligible to participate in the tender:

2.1 Experience:

Experience of having successfully executed work of similar type of providing Skilled Manpower for Job Works to Govt. OR Pvt. firms during last 7 (Seven) years ending on July 2017, should either of following:

Work	Experience
Three similar completed work costing not less than:	Rs 13.18 Lakh

-OR-

Work	Experience
Two similar completed work costing not less than:	Rs 16.47 Lakh

-OR-

Work	Experience
One similar completed work costing not less than:	Rs 26.35 Lakh

2.2 Capability:

Firm must have at least an average annual turnover of Rs 9.88 Lakh, during the last 3 (Three) financial years ending on March 2017.

Note: The Tender shall note that the Tender shall be considered only for the Amount for which the EMD has been deposited and accordingly other criteria such as Work Experience, Annual turnover etc shall be taken into considered for deciding to qualify the Pre Qualification cum Technical Bids.

2.3 Registrations:

Firm must have given below registrations with appropriate government authorities related to providing Skilled Manpower for Job Works on hire basis:

2.3.1 GST

2.3.2 Permanent Account Number (PAN)

2.3.3 Valid PF registration certificate with appropriate authority

2.3.4 Valid ESI registration certificate with appropriate authority

2.4.1 Drivers must have Commercially Registered Valid HMV driving Licenses with 03 years Experience i.e. the date of issue of HMV license shall be 03 years old on the date of opening of Pre- Qualification - cum Technical Bids. The self certified Photo /Scan Copies of Drivers Licenses shall be attached with the Pre- Qualification - cum Technical Bids by the bidders. Preferably, they shall be 10th Class Pass.

3. This tender document includes requirements in respect of description of work, details of end locations, delivery schedules, payment schedules etc.

4. The bidder shall assume complete responsibility for providing the drivers and the helpers for the Job Works, on hire to Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006, **for a period of "Two Years"**.

5. The cost of tender document shall be Rs 1180/- including GST and will be non-refundable. The cost of tender document shall be paid in form of Demand Draft in favour of Airports Authority of India payable at Varanasi after registration. Bidders shall be allowed to register, login to **AAI's e-Procurement** portal and Download tender document, free of cost. However bidders shall be allowed to submit all their three bids i.e. Pre-qualification cum Technical bid & Financial bids only after paying Tender Processing Fee on-line.

6. Following department of AAI will be carrying out the tender processing through e-tendering.

Department	Tender details	Earnest Money Deposit (EMD)
E&M Workshop, Department of Technical, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006, India (Tele: 7408412263)	"Providing Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance work for vehicles of E&M workshop, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006, for a period of "Two Years " .	Rs 82,374.00

Vendors shall be required to submit the EMD of value Rs.82,374.00 only through Demand Draft in favour of Airports Authority of India payable at Varanasi from Nationalized or any scheduled bank (but not from co-operative or Gramin Bank)

7. E- Tendering.

7.1 PC / Laptop setting:

7.1.1 Java: To view some of the components, you need to install Java Internet component from https://cds.sun.com/is-bin/INTERSHOP.enfinity/WFS/CDS-CDS_Developer-Site/en_US/-/USD/ViewProductDetail-Start?ProductRef=jre-6u23-oth-JPR@CDS-CDS_Developer.

7.1.2 Proxy:

If you are unable to access AAI e-Procurement site or Bid Documents, check if you are using proxy to connect to internet or if your PC is behind any firewall. Contact your system administrator to enable connectivity. Please note that standard Port for HTTPS (443) connectivity should be enabled on your proxy/firewall. Dial-up internet connectivity without Proxy settings is another option.

7.1.3 Pop-ups: Pop-ups should be enabled on AAI e-Procurement URL and Bid Documents URLs. This is required to view tender documents.

7.1.4 Active-x controls: Maintain the settings as described in Internet Explorer settings document to enable digital signature signing and verification.

Parameter	Value
Allow Scriplets	Enable
Automatic prompting for ActiveX controls	Enable
Binary and script behaviors	Enable
Download signed ActiveX controls	Enable
Download unsigned ActiveX controls	Enable
Initialize and script ActiveX controls not marked as safe	Enable
Run ActiveX controls and plug-ins	Enable
Script ActiveX controls marked safe for scripting	Enable
Use Pop-up Blocker	Disable

7.1.5 Digital signature client SW/component:

To use Digital Signature, a client level Software is required. This is third party software from (n) code. This is installed automatically, once you start working on OIL's e-procurement system. A popup will come before it starts installation.

You need to ensure you have administrative rights on the PC or the laptop. This installation is one time activity for a PC or Laptop.

7.2 E-Tendering Participation Requirements:
Vendors are required to carry out the following activities:

7.2.1 Registration:
Registration shall be on AAI's e-Procurement Portal free of cost, at www.aai.aero/public_notices/etaps.jsp.

7.2.2 Login id:
Bidder shall click 'Apply for Access Authentication' and fill in the required details as reflected on screen. After saving the details, a password for the registered bidder shall be generated by the system and the password shall be sent to the e-mail id provided by the bidder during registration. On receipt of email, the login id is ready with the bidder to proceed further.

7.2.3 General guidelines for bidders:
Guidelines to proceed further in the tender process are available in the AAI's e-procurement portal under Self Help Files Tab. Bidders are advised to go through these guidelines before submitting their bids, on-line.

7.2.4 Digital Certificate:
Bidder shall have a legally valid class III digital certificate as per Indian IT Act, 2000, from the licensed Certifying Authorities, operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (Please see www.cca.gov.in). Licensed CA's in India are:

a) Safescrypt	b) NIC	c). IDRBT	d) TCS
e) MtnTrustline	f) GNFC	g). e-MudhraCA	

7.3 Online Tendering: For all AAI tenders hosted on AAI e-procurement site, the PQ, Technical and Financial Bids shall be submitted on-line only.

Upload the tender in multiple files (by breaking the same into multiples files), each file should not be of more than 10MB. However, documents which have to be submitted in originals like EMD or any other such documents mentioned in the tender documents will have to be physically submitted as advised in this tender document

7.3.1 On-line training & technical assistance for interested bidders shall be available as follows:

7.3.2 **Bidder's training support system:**

Detailed information in this regard have been provided to the bidders at AAI's e-Procurement Portal i.e. www.aai.aero/public_notices/etaps.jsp under the Self Help Tab. However, training support system is given inside the portal and are visible to the registered bidders only.

7.4 Help Desk Services:

7.4.1 In order to facilitate the Vendors/Bidders as well as internal users from AAI, Help Desk services have been launched between 0800-1900 hours for the e-tender portal www.aai.aero/public_notices/etaps.jsp. The Help desk services shall be available on all working days (except Sunday) between 0800-1900 hours and shall assist users on technical issues related to the use of the e-tender portal.

7.4.2 For any technical assistance with regard to the functioning of the portal the bidders as well as AAI users may contact according to the escalation matrix as mentioned below:

Sl. No	Contact Person	Telephone Numbers	Escalation Matrix	E-mail address
1.	Help Desk Timings Between (08:00 to 19:00 Hrs)	011-24626632, 011-24632950 Ext-3512, 08510096161, 08510096262, 08510096363	----	e-sap1@aai.aero
2.	Mr Mukesh Kumar , Manager (IT), (09.30 to 17.30 Hrs)	011-24632950, Extn-3505	After 4 hours of issue	etendersupport@ aai.aero
3.	Mr A. K. Sharma, Jt. GM (IT), (09.30 to 17.30 Hrs)	011-24647596	After 12 hours	aniruddhasharma @aai.aero
4.	General Manager (IT) (09.30 to 17.30 Hrs)	011-24656414	After 24 hours	gmit@aai.aero

7.5. The above mentioned help desk numbers are intended only for queries related to the issues on e-tendering portal and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact Asstt. General Manager (Tech), Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006.

8. Tender document:

8.1 The tender document consists of three sections. The bidder shall go through all these sections;

Section A: General Information and Guidelines (GIG)

Section B: General Conditions of Contract and (GCC)

Section C: Special Conditions of the tender document (SCC)

Bidders shall comply with each clause of all the three sections.

8.2 Bidders willing to participate may download the digitally signed tender document on-line from AAI's e-Procurement portal at www.aai.aero/public_notices/etaps.jsp and submit digitally counter

signed tender document on-line at the same portal.

- 8.3 The instructions in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the terms and conditions by the bidder.

- 9 Transfer of Tender document: Tender documents are not transferable.

- 10 Amendment to Tender document:

At any time, prior to scheduled date of submission of bids, AAI, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference into this tender and binding on **the bidders. Addendum / corrigendum will be notified through AAI's e-Procurement portal at www.aai.aero/public_notices/etaps.jsp.**

- 11 Clarifications of Bid Documents:

Bidder, requiring any clarification of the tender Document, may submit their **queries, if any, through provision of AAI's e-Procurement Portal at www.aai.aero/public_notices/etaps.jsp in the format given below in Microsoft Excel**

Name of Bidder:					
S. No.	Section No.	Clause No.	Page Number in Section	Existing Provision in Clause	Clarification Sought

- 11.1 Request for clarifications received from bidders shall be responded by AAI till the schedule indicated in para.4 above or as extended thereto by AAI.
- 11.2 **Replies to Clarifications by AAI will be uploaded through AAI's e-Procurement Portal. The bidders are advised to visit AAI's e-Procurement portal at www.aai.aero/public_notices/etaps.jsp regularly.**
- 11.3 Clarifications and other documents, if and when issued by AAI, shall be in relation to the tender and hence shall be treated as their extension.
- 11.4 AAI makes no representation or guarantee as to the completeness or accuracy of any response, nor does AAI undertake to answer all the queries that have been posted by the Bidders.
- 11.5 In order to provide reasonable time to bidders to take the amendments made by AAI into account for preparing their bids, AAI may, at its discretion, extend the deadline for the submission of bids suitably.

12 Period of Validity of Bids:

The Bids shall remain valid for 180 days from the scheduled date of submission of bids. AAI shall summarily reject a bid as non-responsive if found valid for a shorter period. Only in exceptional circumstances, AAI may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

13 Post Tender Qualification for Technical Evaluation:

Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation:

13.1 If any document submitted in '**Pre - Qualification cum Technical Bid**' is found to be false or fabricated, the EMD shall be forfeited, besides black listing of the bidder for duration at the sole discretion of AAI.

13.2 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder. The Airports Authority of India also reserve the right to cancel / recall / re- invite the tenders without assigning any reason thereof.

14 Tender Cost:

The cost of tender document shall be Rs 1180/- including GST and will be non-refundable. This shall be payable through Demand Draft in favour of Airports Authority of India payable at Varanasi.

15 Composition of Bids and General Guidelines for bid process:

15.1 **Bidders shall submit their bids as per scheduled date & time through AAI's e-Procurement portal at www.aai.aero/public_notices/etaps.jsp only.**

15.2 Bidders shall submit the tender before the deadline specified in para.9 (GIG) of **this tender document. AAI's e-Procurement system shall not allow bidders to submit their tender, after the scheduled date & time.**

15.3 The Pre qualification cum Technical bids and the Financial bids will be opened online by AAI at the time and date as scheduled for the same. All the Statements, documents, certificates etc., uploaded by the bidders shall be downloaded and verified for Pre qualification cum Technical evaluation.

15.4 The clarifications, particulars, if any, required from the bidders, will be **obtained through query provision available in AAI's e-Procurement portal.**

15.5 The result of Pre Qualification cum Technical bid evaluations shall be displayed **on AAI's e-Procurement portal** and shall be visible to all the bidders who have participated in this Tender.

16 On-line E-Tendering General Guidelines:

16.1. System shall not permit upload of bids after the scheduled time of submission.

- 16.2. The bidder may correct, modify or withdraw his bid after submission but prior to scheduled last date & time of submission of PQ cum Technical and Financial bids.
- 16.3 Subject to Clause 17.2 above, system shall not allow any bid to be modified subsequent to the scheduled time of submission of bids.
- 16.4 To assist in the examination, evaluation and comparison of bids AAI may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be through query provision available in AAI ASP E-Tendering portal.
- 16.5 Bidders may submit their response to AAI queries through provision of AAI ASP E-Tendering Portal Only.
- 16.6 No post bid clarification / confirmation of compliance at the initiative of the bidder, shall be entertained.
- 17 Preparation of Bids: Bids shall be prepared and submitted in two parts: the first part shall comprise the **'Pre Qualification cum Technical Bid'** and the **second part shall be the "Financial bid" specifying the price offer.**
- 18 This tender document includes requirements in respect of description of work, details of end locations, delivery schedules, payment schedules etc.
- 18.1 The bidder shall assume complete responsibility for providing the Man Power (drivers & helpers) for the Job Works, on hire to Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006, for a period of **"Two Years"**.
- 18.2 Drivers must have Commercially Registered Valid HMV driving Licenses with 03 years Experience i.e. the date of issue of HMV license shall be 03 years old on the date of opening of Pre- Qualification - cum Technical Bids. The self certified Photo /Scan Copies of Drivers Licenses shall be attached with the Pre- Qualification - cum Technical Bids by the bidders. Preferably, they shall be 10th Class Pass.
- Helpers must have worked in automobile workshop/garage for minimum 06 months. Preferably, they shall be 10th Class Pass.
19. Pre - Qualification cum Technical Bid submission:
- The following documents shall be submitted on-line for Pre-Qualification cum Technical bid evaluation;
- (i) Copy of Permanent Account Number (PAN) of the tenderer.
 - (ii) The Earnest Money Deposit (EMD) as **per Clause "6" above.**
 - (iii) Letter indicating the capacity and authority of individual signing the Tender.
 - (iv) Experience of having successfully executed work of similar type of providing Skilled Manpower for Job Works to Govt. OR Pvt. firms during last 7 (Seven) years ending on July 2017. (Refer Clause 2.1).

- (v) Satisfactory Performance Certificate from any one of user agency. (Refer Clause 2.1).
- (vi) Photo copy of duly audited by Chartered Accountant Annual Reports / Balance Sheets with Profit & Loss Accounts, from April-2014 to March-2017.
- (vii) Photocopy of registration of firm for GST issued by appropriate government authority.
- (viii) Photocopy of registration certificate of PF and ESI issued by appropriate government authority.
- (ix) Details at least 05 Nos drivers registered with the firm for deployment on hiring alongwith self certified Photo /Scan Copies of their Commercially Registered Valid HMV driving Licenses showing 03 years Experience i.e. the date of issue of HMV license shall be 03 years old on the date of opening of Pre- Qualification - cum Technical Bids. Preferably, they shall be 10th Class Pass. (Refer from Clause 19 to 19.2).
- (x) **Unconditional Acceptance of AAI's Terms & Conditions, as per enclosed Performa at Annexure- I (i.e. declaration by the Tenderer).**
- (xi) **AAI's tender document duly signed in all pages.**
- (xii) Declaration by the Contractor/ Tenderer:

The following Declaration will be submitted by the Contractor/ Tenderer along with his Pre Qualification cum Technical Bid and on his letter head:

"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."**

- (xiii) For Deviations, if any, from the laid down requirements of this tender, it shall be prepared indicating the para number and page number of the tender document in which the bidder prefers to have deviation shall be uploaded on-line during PQ and Technical bid submission, to verify the compliance. Without such reference, tender may not be considered for evaluation and is liable to be rejected.

Original documents submitted on-line at **AAI's e-Procurement** portal during Pre qualification cum Technical Bid submission shall only be accepted for verification as per para.16.1 (GIG). No separate documents shall be acceptable or considered by AAI.

Original document of Financial Bid shall not be submitted as hard copy to AAI in any case.

- 20 Financial Bid submission:

The following shall be the guide lines for on-line submission of financial bid;

- 20.1 The Financial bid shall be submitted on-line at NIC portal.
- 20.2 The submission of price schedule will be submitted as per the ANNEXURE-II.
- 20.3 Currency of quote shall be Indian Rupees.
- 20.4 It shall be clearly understood and noted that Financial Bid of the tender document is for

pricing alone. No condition, whatsoever, shall be stipulated in this part.

20.5 Rates and Payment of wages :

- (i) The rates shall be quoted by a Tenderer by taking into Consideration the Payment of Minimum Wages to the Driver including VDA; EPF, EDLI (Employee Deposit Link Insurance) , ESI, Bonus to the Drivers on actuals as per wages Act / Directive of chief labour Commissioner and %age Service Charges to the Contractor over and above of above payments.
- (ii) The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account, except statutory Indian govt. taxes and levies which shall be paid on actuals.
- (iii) The payment to be made by contractor to manpower provided for Job Work to AAI shall not be less than minimum wages as prescribed by the State/Central Govt. 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.
- (iv) Any increase / decrease in Minimum wages , ESI , PF, Bonus etc and other Statutory provisions shall be admissible on actuals as per Govt. Declarations on time to time.

20.6 Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non responsive and are liable to be rejected. If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Earnest Money Deposit / Security deposit.

20.7 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder. The Airports Authority of India also reserve the right to cancel / recall / re-invite the tenders without assigning any reason thereof.

The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it. The documentation submitted by tenderers shall not be returned.

21 Bid Opening and Evaluation:

Opening of Pre-Qualification cum Technical Bids: AAI shall open Pre -Qualification cum Technical Bids as per scheduled Tender Opening Date and Time specified in Para 9 of Section A: General Information & Guidelines.

22 Evaluation of Pre- Qualification cum Technical Bids:

22.1 To shortlist technically qualified bidders, the Pre - Qualification cum Technical Bids

shall be scrutinized by AAI to ensure whether the same are in conformity as per Para 20 (I to xiii) of GIG Section-A. For this purpose the documents submitted by the bidder as required in clause 20 shall be scrutinized to ascertain whether these documents are in order and meet the requirement of AAI.

- 22.2 However AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised on-line on **AAI's e-Procurement** portal shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.
- 22.3 At no cost to AAI, as a part of Pre- Qualification cum Technical Evaluation, bidders participating in this tender may be required to demonstrate operational and technical requirements or specifications, at a location considered fit by bidder in consultation with AAI.
- 22.4 AAI shall evaluate the bids to determine whether they are complete, the documents have been properly signed and the bids are in order.
- 22.5 AAI will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by AAI.
- 22.6 The tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.

23 Opening of the Financial Bids :

- 23.1 Financial Bids of only those bidders who qualify in Pre- Qualification cum Technical bid evaluation shall be opened by AAI. Venue, Date and Time of opening of Financial Bid **shall be notified to successful bidders through AAI's e-Procurement Portal**. Bidders may present at the venue during opening of Financial Bid.
- 23.2 No correspondences / representations shall be entertained from the bidders after opening of Financial Bid of the Tender on tendering process.
- 23.3 Date of submission and opening of tender can be extended on sole discretion of the Competent Authority.

24 Evaluation of Financial Bids :

- 24.1 The tenders shall be compared on the basis of Rates quoted by the bidders for providing Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance work for vehicles of E&M workshop, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006 for a period of **"Two Years"**. The amount indicated in the pricing schedule shall be taken for price comparison as per the given format.
- 24.2 **AAI's decision in the evaluation process shall be final and binding on all Bidders.**

25 Award of Contract:

25.1 The acceptance of the tender shall be intimated to the successful bidder(s) by AAI through Fax /letter/ telephone / e-mail etc.

25.2 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

ASSISTANT GENERAL MANAGER (TECHNICAL)
TECHNICAL DEPARTMENT
OFFICE OF THE AIRPORT DIRECTOR
LAL BAHADUR SHASTRI INTERNATIONAL AIRPORT
BABATPUR ; VARANASI (UP)
PIN-221006, Phone No 7408412263
e-mail : ramkewalp@aai.aero

Section – B: Conditions of Contract

1. E- Tenders are invited on behalf of Chairman, Airports Authority of India, by the Asstt. General Manager (Tech), Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi -221006, India (Tele: 7408412263) for **"Providing Manpower management for job works of driving of various types of Vehicles and Helpers for cleaning and maintenance work for vehicles of E&M workshop, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006 for a period of "Two Years "**.
2. The tender shall be in the prescribed form.
3. Tender are invited on the basis of three bid system as detailed in NIT
4. The time period of contract shall be two years.
5. A contractor shall submit no 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. The Asstt. General Manager (Tech), Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006 shall be the Accepting officer herein after referred to as such for the purpose of this contract on behalf of Airport Director, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006..
8. 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.
9. All rates shall be quoted in Financial Bid only.
10. In this item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rate quoted is liable to be rejected.
11. 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 and 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.
12. 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.
13. 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.

- 13.1 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 Deposit.
- 15 Airports Authority of India will return the earnest money, where 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 instruction from Asstt.General Manager (Tech), Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi -221006 OR his successor into the office.
- 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.
- 20 Airports Authority of India does not take responsibility for submission of tender send by post. Delayed tender shall not be considered.

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Section – C: Special Conditions

1. Name of Work:

“Providing Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance work for vehicles of E&M workshop, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006 for a period of **“Two Years ”** as under:

S No	Description	Qty	Nature of Duties
	“Providing Manpower management for job works of driving of various types of Vehicles and helpers for cleaning and maintenance work for vehicles of E&M workshop, Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006 for a period of “Two Years ” .	05 Driver & 02 Helper	@ 26 days Per month, 8 Hrs a day working basis (exclusive of Sundays and Govt. Public / closed Holidays).

2. Scope of Work :

- (i) The hired Manpower for Job works of driving will be used for the Skillful driving / Operating of different Class, Type and Make Heavy and Medium Vehicles / Passenger Cars and other Equipments etc of Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi -221006, for its various needs

The drivers shall be required to drive / Operate the Vehicles / Cars / Equipments etc in and out Varanasi Airport and its surrounding cities. However; in exigencies / emergencies the driver can be 17ctual17zed to perform out station duties (on Temporary basis) also for which daily Driver allowance shall be admissible to them. As per operational requirement extra duty which has been performed by drivers shall be admissible after justified by superintendent/JET (Tech).

- (ii) The scope of work includes any OR all the expenses which the Contractor may require to incur on providing of hired Manpower for the above mentioned job works of AAI under hiring Contract.

The scope of work also includes of :

- (iii) Carrying out Daily washing, in and outside Cleaning of vehicles/equipments and other Maintenances, on duty assigned Medium Vehicles/Passenger Cars and other Equipments of Airports Authority of India by the hired Job Manpower (drivers) and maintaining of their interior **as per AAI’s directive/standards**. Materials for carrying out the maintenances etc shall be provided by the AAI.

- (iv) It also includes any OR all expenditures on account of Drivers salaries, their Uniform, ESI, PF, EDLI, Insurances, Any Health and Social Welfare Schemes (if any) and also any other such liabilities / taxes / levies / fees etc which the Contractor is likely to incur on account of running such Contracts including the amounts which would be required for acquiring, purchasing, obtaining and maintaining of any and all kind of permit, licenses, insurances, documents etc (except for which a specific clause/provision is mentioned in the Tender Form).
- (v) The Contractor shall nominate/depute one representative/supervisor who should be available whenever required regarding any issue of manpower job contract.
- (vi) The Contractor will have right to replace his drivers during sickness / leave/ emergencies etc but for continuation of replaced driver for more than 06 days, the contractor will be required to submit the drivers antecedents verification records & other desirable documents to the Asstt. General Manager (Tech) OR his successor in the office for acceptance.

3. Job Man Power (Drivers/Helpers) :

- (i) The drivers should always be in possession of their required valid Driving license and other statutory Govt. permit, etc. (in original). They should also be provided with the mobile phone for communication.
- (ii) The Drivers & other contractor employees, if any, at site should be well disciplined, dressed in a neat & clean uniform, wear shoes. Their Photo identity card with name & designation shall be displaced at left chest of Uniforms.
- (iii) During the period of contract the Drivers shall keep the Mechanical and physical condition of the Vehicles in accordance to the directives of Assistant General Manager (Technical) Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006 OR his delegated representative and his instructions will be the binding to them.

4. Other Terms and Conditions :

- (i) The above Job Contract requirement is purely Temporary / on need basis only and it shall not form any base on any ground for any consideration / claim either from the Contractor, his Employees OR from Drivers / Helpers for seeking a regular Employment / Compensation whatsoever may be in AAI.
- (ii) The Airports Authority of India shall not be responsible for any injury, accident, miss- happening of any kind to the Drivers / Helpers while performing their duties. It shall be responsibility of the Contractor to meet all such expense of his Man Power /Employees / Drivers / Helpers etc as per the provisions of Law for his Man Power /Employees / Drivers / Helpers etc.
- (iii) In case of any Damage /Compensation Claim dispute on any account between the Contractor's **Man Power** /Employees / Drivers / Helpers it shall be the responsibility of the Contractor to settle the same to the fullest extent and satisfaction of the prevailing relevant Law.

In such case wherein the AAI is authorized to adjust such claims disputes, the same will be recovered from the Monthly Bills, Security deposit OR any other payments / Dues, admissible to the Contractor.

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

(v) The AAI shall have right to not accept any OR all drivers for duty on account of following :

In case of any indecent / rude behavior, suffering from any contagious disease, any injury / deformity / sickness due to which the driver/helper cannot perform the duty, driver/helper does not come in proper Uniform, Habitual late comer , Habit of intoxication, not familiar with Locations of various offices, Not in Hygienic, Clean OR Shaved condition, habit of smoking, chewing Gutkha, Tobacco OR Paan while on duty, having a nature of short temper and Fights / Brawl OR unpredictable behavior, having suggestive body language, stealing, borrowing and gambling habits, having improper , Convicted / Not of good Character Police Verification records / OR any other Act / Conduct, the driver is not found to be skilled in safe driving , does not performs his duties as per the directive of Asstt. General Manager (Tech) / refusal to perform a duty, Reason due to which the AAI does not warrant his presence at the Work site.

On receipt of a Communication (written OR Oral) from the Assistant General Manager (Tech) OR his representative in the Office in this regard, the Contractor shall have him removed from the AAI Premises with immediate effect with providing an acceptable replacement of him.

Failing in doing so will be construed as violation of Terms and Conditions of the Contract and suitable action shall be initiated against the Contractor under relevant penalty.

The AAI shall also be well within its right to forfeit the Security Deposit of the Contractor, Termination of the Contract and debar the Contractor in future AAI Tenders for a period as deemed fit to the AAI.

(vi) The payment to be made by contractor to manpower provided for Job Work to AAI shall not be less than minimum wages as prescribed by the State/Central Govt. 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.

Any increase / decrease in Minimum wages , ESI , PF, Bonus and other Statutory provisions shall be admissible on 19ctual as per Govt. Declarations on time to time.

(vii) Contractor shall comply all statutory provisions various acts like EPF,EDLI, ESI, Labour License etc. in respect of manpower provided for Job Work to AAI issued by appropriate Government Authority (ies) and produce necessary voucher for proof of payment made to appropriate authority in respect of EPF,EDLI, ESI ,Bonus etc in next month bill towards the manpower provided to AAI, failing

which their next month payment would not be processed. The payment of wages should be made directly by the contractor to his manpower and not through any other agencies, in presence of AAI / his representative.

- (viii) In case of non- payment of wages or any other dues of any manpower engaged 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.
- (ix) 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 Manpower during the previous month and documents/proof submitted by contractor.
- (x) At any point of time during currency of contract awarded to the successful tenderer , the rate quoted by contractor for Job work Minimum Wages 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,EDLI and Bonus excluding contractor service charge)to Airport Director, AAI, Lal Bahadur Shastri International Airport, Varanasi. Contractor has to ensure payment of minimum wage to manpower provided to AAI and related statutory contributions (ESI, EPF, EDLI and Bonus) by AAI and contribution by each person & deposition with appropriate Government Authorities as per prevailing laws during currency of Contract.

5. Log Books & Record:

The Log book / Trip sheets will be provided by the AAI which alone will be used by the contractor / his drivers to record the vehicle trips etc.

- (i) The contractor / his drivers shall be responsible to maintain all the valid & desirable documents /records with them at the work site & provide them for verification/ inspection of the authority concerned whenever demanded.
- (ii) Contractor OR his employee at site will maintain the Log book/Trip Sheets / Record of Vehicle daily deployment till deposited along with Monthly hired bill with AAI. This record / log book should be every day got signed from the user department of AAI & which will be used **as base for release of contractor's** monthly payment.
- (iii) It is the responsibility of the Contractor / his driver to safe guard the log book/ trip sheets and to properly / correctly fill up the entries of all the columns in the log book/ trip sheets on completion of each trip and get it signed from the user.

6. 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. He is required to make himself fully acquainted with the nature and scope of works to be carried out.

7. 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 and maintenance of the works to be carried out.

8. Contractor's Representatives, Agents and Workmen:

- (i) 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.
- (ii) 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.

9. Bye Laws:

- (i) 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 charges and for giving and receiving of all necessary notices and keep the Assistant General Manager (Technical) OR his successor in the office, informed of the said compliance with the bye-laws, payment made, notices issued and received.
- (ii) Income tax OR any other Statutory tax etc which will be applicable to be deducted at source, shall be deducted from the running bills of the Contractor by the AAI.
- (iii) GST OR any other tax if applicable on AAI being Service taker, will be paid on actual with the contractor payment, provided they are claimed in the contractor bill.
- (iv) Rates should be valid for acceptance for 180 days after submission of Pre-Qualification, Technical and Financial Bids.

10. Penalty:

- (i) **In case of any refusal to accept the Contractor's Man power by the AAI** {(Please refer Clause 4(v) above}; the Contractor shall replace the same within the time frame to be decide / warranted / advised by the Asstt. General Manager (Technical) OR his successor in the office.

In case the Contractor fails to adhere to the given time frame by the Asstt. General Manager (Technical) and does not replace his Man Power to the entire satisfaction of the above AAI Official, the AAI will be well within its right to arrange for such Manpower from an alternative source at the sole risk and cost of the Contractor and refused to accept the presence of such Manpower for duty.

Besides imposing a penalty of Rs 100/- per day per occasion with pro-rata

deductions, the amount incurred over and above the admissible pro-rata amount and incurred on such arrangements shall be recovered from the Monthly bills, Security Deposit OR any other due to the Contractor.

In Extreme cases, the AAI shall also be well within its right to forfeit the Security Deposit of the Contractor, Termination of the Contract and debar the Contractor in future AAI Tenders for a period as deemed fit to the AAI.

- (ii) In case driver/helper does not report for the duty due to the reasons such as sickness / leave/ emergencies / due to leaving / resigning from the job etc, the contractor shall provide his suitable replacements within 03 Hrs of duty start Hrs, failing which a penalty of Rs 50/- per day per occasion shall be made with prorate deductions of undone duties.
- (iii) Failure in contractual obligations & other dues:
Similarly, in case of any failure of contractual obligations at the part of Contractor / his employee / driver etc, the AAI reserves the right to cancel the contract and to forfeit security deposit of the contractor. The AAI further reserves the right to recover from the contractor any amount which may become due to the AAI even after adjustment from the security deposit.
- (iv) Late reporting:
In case the driver reports later than by 40 minutes of the requisitioned time, the tenderer shall pay an amount of Rs.50/- for each occurrence to the AAI and the amount will be deducted from the monthly bills/security deposit or any other dues of the Contractor.
- (vi) In case the driver does not keeps his assigned Vehicle / Equipment clean and fails to maintain them as per the directives of Asstt. General Manager(Tech.) AAI, an amount of Rs.50/- for each occurrence (after 1st 03 cautions), will be deducted from the monthly bills/security deposit or any other dues of the Contractor.

Note

Any one OR all the above penalties are imposable as per the type of deficiency/deficiencies which will be noticed in providing the services and the decision of Asstt. General Manager (Tech) OR his successor in the office shall be final in this regard.

11 **Contractor's** Obligations & Liabilities (Driver/ Manpower/Helper) :

- (i) The contractor will comply with / obey /abide by the provisions of the labour laws which are in force such as contract labour (Regulation and Abolition) Act 1970, contract labour (**Regulation and Abolition**) **Central Rules 1971**, **workmen's compensation Act 1923**, Child Labour (Prohibition and Regulation) Act 1986, Minimum Wages Act, 1948, Minimum Wages (Central) Rules 1950, Payment of Wages Act 1936, Employees Liability Act 1938, or the modifications thereof or any other laws relating thereto and the rule made there under and their amendments made from time to time.
- (ii) The contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952 and ESI Act, 1948, amended from time to time and rules framed there under.

- (iii) The contractor shall on award of the contract, furnish the list containing names and addresses of his staff along with police verification report of each workman so as to enable the AAI to check the character and antecedents and to provide temporary permits to operate within the restricted area(s). The contractor shall **get AAI's approval for the staff to be engaged.**
- (iv) The AAI will have the right to reject the presence of any OR all the Contractor Employee / Driver having indecent conduct, behavior OR if found to be of doubtful character. The contractor will have to replace him as per AAI advice.

12 **Workman's Insurance:**

Without prejudice to the contractors liabilities and indemnity clause and associated clauses of the contract, the contractor shall at his own cost and initiative at all times upto the successful completion of the contract take out and maintain insurance cover from Nationalized Insurance Company under the **workman's compensation Act and any other industrial legislation from time to time** applicable in the State of U.P. and /or at AAI providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (i.e.) in respect of workmen compensation insurance to be of value of not less than Rupees One lakh per person, it being understood that such limit is specified only for the purpose of insurance, and shall not otherwise in any manner limit the contractor liability and associated clauses there under of the contract.

13 **Payment:**

- (i) On submission of monthly bills (in triplicate), duly signed /verified and completed in all the manners, the AAI will process and release the payment within a period of 30 days from the date of receipt. The payment will made to the Contractor after deduction of any OR all dues, penalties, taxes, duties, levies and other obligations which would be liable to be deducted from the Contractor under the provisions of the Contract.
- (ii) Rates for per additional working hours as per requirement for drivers and helpers will be Rs. 25/- per hour and Rs. 20/- per hour respectively.

Delay on account of incomplete / late submission / Non-verification of bills by user etc. will be the responsibility of the Contractor.

- (iii) Bills should be written properly and in easy-to-understand format/language. Bills with any kind of over writings cause unnecessary delay in processing. Delay on such accounts shall be the responsibility of contractor only.
- (iv) List of Documents to be attached with the Contractor bills for payment :

Following documents are to be deposited along with the Contractor bills for payment :

- (a) Challan Copies (two self certified photo copies) of payment made to authorities of PF and ESIC for the drivers/ helpers employed by the contractor in the previous month.

- (b) Proof of the GST (two self certified photo copies) deposited by contractor to appropriate Government Authority, paid by AAI to contractor in previous month(s).
- I Bill of the Contractor in triplicate.
- (d) Any other receipt / document which the contractor likes to attach (Original with one photo copy).

14 Paying Authority:

On behalf of AAI; the Assistant General Manager (Tech), Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006 OR his representative/successor in the office, will be the paying authority. Bills should be submitted to the Asstt. General Manager (Tech) OR to his representative/successor that will process the same for payment.

15 Earnest Money:

The earnest money shall be deposited by the tenderer as per the condition of NIT failing which the tender may not be considered and rejected outright. The earnest money of unsuccessful tenders will be refunded back without interest.

16 Security Deposit:

The contractor, whose tender is accepted, will be required to furnish security deposit for the due fulfillment of this contract, which will amount to a sum equal to @10% on 1st Rs. One Lakh, 7.5% on 2nd Rs. One Lakh and 5% on balance amount of estimated cost (annual value), within 30 days from the date of issue of work order. The security deposit shall be furnished in the form of Demand Draft / or Bank Guarantee in case it works out more than One Lakh in favor of Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi-221006, drawn on a Nationalized/ Scheduled Bank (As Per RBI Schedule) having office in India and payable at Varanasi. No interest on security deposit is payable by AAI.

- (i) 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.

17 Declaration by the Contractor/ Tenderer:

The following Declaration will be submitted by the Contractor/ Tenderer along with his Pre Qualification cum Technical Bid and on his letter head:

"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."

18 Agreement :

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, and those which would form of Work Order etc will form part of Contract and agreement with the AAI.

19 Period of Contract:

Initially, the period of contract will be for two years. The same can, however, be renewed for a further period of another one year 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.

20 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 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.

21 Subletting of the Contract:

- (i) 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.

22 Addition /Deletion into the quantity of initially Hired Man Power:

During the currency of Contract, the AAI reserves the right of addition OR reduction into the quantity of Hired Man Power:

- (i) The contractor will be liable to provide up to the 50 % additionally hired Man Power on the agreed Contract rates. The rates of 51th % additionally hired Man Power will be decided after mutually agreed negotiated rates.
- (ii) In case the AAI choose to reduce the Quantity of any one OR all type of hired Man Power from the initially hired drivers/helpers, no Compensation OR claim of any loss etc will be **admissible to the Contractor, provided a 30 days' Notice is served by the AAI upon the Contractor** in this regard.

23 Termination of Contract:

- (i) Without prejudice to the right of termination provided under the contract or without prejudice to any other remedy available to the contract in this behalf, the either party may terminate the contract 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 Asstt. General Manager (Tech), Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi – 221006 Or his successor in office shall be the sole judge.
- (ii) 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 equipments, materials

or facilities or for any loss in the profit or anticipated profit of the contractor.

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

24 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 difference. 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 officer 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 in 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 1.1.1976 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 reasonably 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.
- vii) This contract shall be governed by the Indian Laws for the time being in force.

25 Implementation of Integrity Pact (IP)

Signing of Integrity Pact is mandatory for every bidder participating in this tender and the contractee who is awarded the work. The Pact signed on each page by the person authorized by bidder/sub-contractor/associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder shall be submitted by the bidder in Technical Bid documents along with EMD and be enclosed with the agreement by the contractee.

- (ii) IP shall be signed on plain papers, which is pre-signed by tender issuing Authority/Contract Sinning Authority.
- (iii) All sub-contractors/associates whose contribution in the project is Rs.0.50 crores (Rupees Zero point Five crores) or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.
- (iv) The Independent External Monitor (IEM) for this work shall be Dr. U. D. Choubey, Director General – SCOPE, (Retd. CMD, GAIL) E-1, Antriksh Greens, Sector 50, Noida (UP) and Mr.M. P. Juneja, (Retd. Addl. Member of Railway Board) B-3/601, Uniworld City (West), Sector-30, Gurgaon (Haryana). All correspondences to IEMs regarding implementation of Integrity Pact, shall be addressed to C/o Chairman, Airports Authority of India, RG Bhawan Safdarjung Airport, New Delhi – 110 003. E-mail ID of IEM is choubeyud@yahoo.com and Mr. M. P. Juneja C/o Chairman, Airports Authority of India, RG Bhawan, Safdarjung Airport, New Delhi – 110 003 E-mail ID of IEM is mp_juneja@yahoo.com. (The name of IEMs may be mentioned as applicable).

(Signature of the Tenderer)

Name-----

Seal-----

Address-----

e-mail-----

Contact Phone Nos-----

Date-----

UNCONDITIONAL ACCEPTANCE LETTER

(To be submitted with the Technical Bid Documents)

To,

AIRPORTS AUTHORITY OF INDIA

O/o-----

Sir,

I/We have read and examined the following documents relating to "Tender for providing Manpower management for job works of driving of various types of Vehicles/ helpers for cleaning and maintenance of vehicles etc. for Airports Authority of India, Lal Bahadur Shastri International Airport, Babatpur Varanasi -221006 for a period of "Two Years ":

- a) Notice inviting tender
- b) Section –A, - General information and Guidelines.
- c) Section –B, - Conditions of Contract.
- d) Section-C, - Special conditions.

I/We hereby tender for execution of the work referred to in the aforesaid documents upon the terms & conditions contained or referred to therein and in accordance in all respects with the specifications and other relevant details for the period (S) of completion as stipulated at Sl. **No. 1 in Section "A". In consideration of I/We being invited to tender and promise by AAI to consider the award of work if I/We are found to be the lowest responsive bidder as stipulated in the condition of the contract, I./We agree to keep tender open for acceptance for one hundred twenty (180) days from the due date of submission thereof and not to make any modifications in its terms & conditions which are not acceptable to AAI, I/We agree that AAI shall, without prejudice to any other right or remedy, be at liberty to forfeit the fully said earnest money absolutely and I/We shall not be considered as unsuccessful tendered for the purpose of return of earnest money as provided in the notice inviting tender. Should this tender be accepted, I/We hereby agree to abide by and fulfil all terms, conditions & provisions of aforesaid documents. If after the tender is accepted, I/We fail to commence the execution of the works as provided in the conditions I/we agree that AAI shall without prejudice to any other right or remedy, be at liberty the forfeit to fully said earnest money absolutely and take suitable action against me/us as deemed fit under the terms & conditions of the contract.**

I/We agree that should AAI decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by me/us forthwith, AAI may at its option recover it out of the deposit and in the event of deficiency, out of any other moneys due to me/us of otherwise. If the tender is accepted, I/We agree that the earnest money deposited at the time of tender shall be treated as part of security deposit and the balance security deposit shall be paid by me/us in terms of terms & condition of Contract.

I/we declare that I/we have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and

further if any officer of AAI asks for bribe/gratification. I will immediately report it to the Appropriate Authority in AAI.

Whereas I/We have carefully read the terms incorporated in the general conditions of the contract as well as terms & condition of work and whereas I/We do agree to abide by rules and regulations and obligations to be fulfilled under this tender documents. I/We hereby quote the following rates for the performance of, the contract taking into consideration charges and other overhead charges i.e. salary and wages of person(s) provided by me including payment of all taxes, ESI, EPF etc.

(Signature of the Tenderer)

Contractor Name-----

Agency /Firm /Party Name-----

Seal-----

Address-----

e-mail-----

Contact Phone Nos-----

Date-----

PROFORMA FOR BANK GUARANTEE
(for E. M. D.)
(On Non-Judicial stamp paper of an appropriate value)

Chairman
Airports Authority of India
Rajiv Gandhi Bhawa, Safdarjung Airport
New Delhi- 110003
Dear Sir,

We (full name of the banker) hereby refer to the tender for (fill in the name of work) between the Airports Authority of India as purchaser and M/s. (fill in the name of firm) as **tenderer providing in substance for the provision for as particularised** in said tender, to which specific reference is made. Under the terms of said tender, the tenderer is required to provide a bank guarantee in a form acceptable to the purchaser for the amount of Rs on account of EMD.

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

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 any may pursue any or all of its remedies at one or at different times. Upon default of the tender, we agree to pay to the purchaser on demand and without demur the sum of Rs..... or any part thereof, upon presentation of a written statement by the purchaser that the amount of said demand represents damages due from the tenderer to the purchaser by virtue of breach of performance by the tenderer under the terms of the aforesaid tender. 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 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 tender or to extend the time for performance by the tenderer, from time to time any of the powers exercisable by the purchaser against the tender and either to forebear or on force any of the terms and conditions relating to the said tender and we shall not be relieved from our liability by reasons of any variation of any extension being granted to the tender or for any forbearance act or commission on the part of the purchaser or any indulgence by the purchaser to the tenderer 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 (The validity shall be 180 days from the date of opening of technical bid) and such

extended periods which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alternation or change in any of the terms and conditions of the said tender.

“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.

Very truly yours,

Note to Suppliers:

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:

In case the supplier desires to submit the BANK GUARANTEE directly to us, it is 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.

PROFORMA FOR BANK GUARANTEE

(FOR SECURITY DEPOSIT)

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

Chairman

Airports Authority of India

Rajiv Gandhi Bhawa, Safdarjung Airport

New Delhi-110 004

Dear Sir,

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 particularised 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 to a sum equal to @ 10% on first Rupees one Lakh, 7.5% on second Rupees one Lakh and 5% on balance amount of basic cost of ordered value (excluding taxes, duties, transportation charges, if any) to AAI 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 of or 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 affect of so relieving our obligation.

This guarantee is confirmed **and irrevocable and shall remain in effect until** and such extended periods, 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 to201.... We shall be released and discharged from all liability hereunder unless a written claim for payment under this Guarantee is lodged on us within 04 (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.

Very truly yours,

Note to Suppliers:

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

Note to Issuing Bank:

In case the supplier desires to submit the BANK GUARANTEE directly to us, it is 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.

PRE CONTRACT INTEGRITY PACT

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its **Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices atin** India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

-AND-

.....represented by of the other part, hereinafter called the " Bidder/Contractor " (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for**The Authority, while discharging its functions on business** principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental **organization " Transparency International" (T I) headquartered in Berlin (Germany).**The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and to ,

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Authority.

3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding ,whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The Bidder/Contractor will inform to the Independent External Monitor.

- i) If he receives demand for an illegal/undue payment/benefit.
- ii) If he comes to know of any unethical or illegal payment/benefit.
- iii) **If he makes any payment to any Authority's associate(s)**

3.10 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any

of the officers of the Authority, or alternatively, if any relative of an officer of the Authority **has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender.**

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify **Bidders's exclusion from the tender process.**

4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.

4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub-contractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Crores. (Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.

4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.

4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.

4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC , which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contacts.

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
- (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or

the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External **Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.**

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s),

8.1. That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.

8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.

8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.

8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 **The word 'Monitor' would include** singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10 Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction will be the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

11.1 That the changes and supplements as well as termination notice need to be made in writing.

11.2 That if the Bidder / Contractor is a partnership or a consortium, this pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

Buyer	BIDDER
Name of the Officer	
Designation	CHIEF EXECUTIVE OFFICER
Deptt./Ministry/PSU	Witness
Witness	1. _____
1. _____	2. _____
2. _____	