

AAI/JP/Tech/E-Tender (Manpower)/2018/01

AIRPORTS AUTHORITY OF INDIA

TENDERSUMMARY

E-Bid No. 2018_AAI_10510_1

S. NO.	ITEMS	DESCRIPTION
01.	NIT NO.	AAI/JP/TECH/E-TENDER(MANPOWER)/2018/01
02.	TOTAL NIT PAGES	42 (Total Forty two pages)
03.	NAME OF WORK	“TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”
04.	TOTAL ESTIMATED COST	Rs. 1,12,00,560.00 (excluding GST)
05.	EARNEST MONEY @2.5% OF ESTIMATED COST	Rs. 2,80,014.00 (To be submitted in the form of DD/Bank Guarantee /Receipt of Fixed deposit from Nationalised/ Schedule Bank (as per RBI Schedule) in India should be drawn in favour of Airports Authority of India payable at Jaipur.)
06.	TENDER PROCESSING FEE	Rs.1,120.00 (Including GST @ 12%)
07.	TIME ALLOWED	
(i)	TENDER DOCUMENTS DOWNLOAD START DATE	10/05/2018 (0930 hrs)
(ii)	CLARIFICATION START DATE BY BIDDER	10/05/2018 (0930 hrs)
(iii)	CLARIFICATION END DATE OF BIDDERS	14/05/2018 (1800 hrs.)
(iv)	BID SUBMISSION START DATE	10/05/2018 (0930 hrs.)
(iv)	LAST DATE & TIME FOR SUBMISSION OF PRE QUALIFICATION, TECHNICAL AND FINANCIAL BIDS THROUGH CPP PORTAL OF GOVT. OF INDIA.	18/05/2018 up to 1800 hrs.
(v)	OPENING OF TECHNICAL BIDS	22/05/2018 at 1130 hrs.
(vi)	OPENING OF FINANCIAL BIDS	Will be intimated later to the shortlisted technically qualified bidders.

TENDER NO: AAI/JP/TECH/E-TENDER (MANPOWER)/2018/01

भारतीय विमानतट प्राधिकरण

AIRPORTS AUTHORITY OF INDIA

NAME OF WORK: - “TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”

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This is to certify that, this tender document contains total pages 42 Nos. (Forty Two Only).

AIRPORTS AUTHORITY OF INDIA

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 18 International Airports, 07 Customs Airports, 78 Domestic Airports and 26 Civil Enclaves at Defence Airfields. On behalf of The Chairman, Airports Authority of India, **Asstt. General Manager (Engg.-E), Jaipur International Airport, Jaipur-302029, (Bid Manager- contact no. 91+0141-2726138)** invites item rate e-tenders in two bid system, i.e. Pre-qualification cum Technical & Financial, for the work of **“TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”** for an estimated cost of **Rs. 1,12,00,560.00** (excluding GST) with period of completion as 24 months under given below details:-

- (a) 14 Nos. Drivers (Skilled) for operating/driving of AAI vehicles at Jaipur International Airport, Jaipur for 7 days (i.e. all days in a week) including on weekly off and national holidays. (02 Nos. relievers to be provided over 14 Nos. Drivers.)
- (b) 04 Nos. Asstt. Mechanic (Semi Skilled) worker for maintenance of AAI vehicles and equipments for 6 days in a week (Except weekly off).

Note:

The contract period shall be for Twenty Four months with the provision of further extension of another 06 (Six) months.

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 providing similar type of work of providing manpower to Govt. OR Private firms during last 07 (Seven) years ending on last date (extended date) of submission of bids in India, should be either of following:

Should have satisfactorily completed (Phase/part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted) three works, each of **Rs. 22.40 Lakhs** or Two works each of **Rs. 28.0 Lakhs** or One work of **Rs. 44.80 Lakhs** in a single contract of similar nature of work (of providing manpower services) during last 07(Seven) years ending on last date (extended date) of submission of bids in India.

2.2 Capability:

Should have annualized average annual financial turnover of **Rs. 16.80 Lakhs** against works executed during last three years ending on 31st March of previous financial year. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account statement of the firm, duly certified by a Chartered Accountant, should be submitted along with the Pre-Qualification and Technical Bid. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

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. Firm showing work experience certificate from non-government /non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate in support of their claim for having experience of stipulated value of work.

2.3 Registrations:

- 2.3.1 i) Should possess valid GST Registration.
- ii) Should possess valid Permanent Account Number (PAN) from Income tax Deptt.

iii) Should possess Valid EPFI and ESIC Registration number. The tenderer who are presently not registered with appropriate ESIC and EPFI registration authority are also eligible to apply provided they submit an undertaking stating that they will get registered, Obtain and deposit their ESIC and EPFI Registration Certificate Number to the AAI on award of the work.

On award of work, the Execution of work by such tenderers shall be allowed only after deposition of above certificates.

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 “TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”
5. The cost of tender document shall be Rs. 1120/- (Rupees One Thousand One Hundred Twenty only) including GST and will be non-refundable. The cost of tender document shall be paid to AAI, off-line in the form of Demand Draft drawn in favour of AAI revenue collection a/c No. 708300300980020 payable at Jaipur issued from any Nationalised or any scheduled bank (but not from co-operative or Gramin bank). The original Demand Draft against Tender fee should be posted or given in person to the concerned officials latest as specified in the Tender Document. The details of Demand Draft/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Start date and time of the download of tender document is **10.05.2018 at 0930Hrs.**
6. Following department of AAI will be carrying out the tender processing through **e-tendering**.

Department	Tender Details	Earnest Money Deposit (EMD)
Airport Director, Airports Authority of India, Jaipur International Airport, Jaipur (Rajasthan) 302029, Contact No.0141-2726138	Tender for “TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”	Rs. 2,80,014.00 Lakhs

EMD of the value of **Rs. 2,80,014.00** (Rupees Two Lakh Eighty Thousand Fourteen only) shall be accepted in form of demand draft/receipt of Fixed deposit from nationalized or scheduled bank (but not from cooperative or Gramin bank).

Original tender fee, original EMD and duly stamped and signed hard copy of AAI’s Unconditional Acceptance Letter (Annexure-I) to be sent to the Asstt. G. M. (Engg –E), Room no. 8. 1st floor, Engineering office, Residential Colony, AAI, Jaipur Airport, Jaipur-302029 and should reach before the date & time of opening of pre-qualification of tender (Envelop-I).

Tender of the tenderer whose tender fee and EMD are not received by the time of the opening of pre-qualification of tender, their tenders will be summarily rejected. Any postal delay will not be entertained.

Refund of EMD:

The refund of EMD to bidders who fail to qualify the eligibility/technical criteria shall be initiated within 07 days of their rejection. For all bidders whose financial bids are opened, the refund of EMD except of L1 bidder shall be processed within 07 days of opening of the financial bid.

7. E-Tendering Participation Requirements:

The tendering process is online at e-portal URL address <http://etenders.gov.in/eprocure/app>
Prospective tenderers are advised to get themselves acquainted for e-tendering participation requirements of the NIC CPP e-tendering portal <http://etender.gov.in/eprocure/app>.
For any technical assistance with regard to functioning of E-tender portal the bidder may contact to the following AAI help desk numbers between 08:00 hrs to 19:00 hrs on all working days-

011-24632950 Ext-3512(six lines), 011-24632950 Ext-3505

Email address: - eprochelp@aai.aero,

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 (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 e-Procurement portal at <http://etenders.gov.in/eprocure/app> 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. Schedule of Important Activities:

Activity	Dates
TENDER DOWNLOAD START DATE	10.05.2018 (0930 hrs)
CLARIFICATION START DATE BY BIDDER	10.05.2018 (0930 hrs)
CLARIFICATION END DATE DATE BY BIDDER	14.05.2018 (1800 hrs)
BID SUBMISSION START DATE	10.05.2018 (0930 hrs)
BID SUBMISSION ON LINE END DATE	18.05.2018 (1800 hrs)
LAST DATE AND TIME TO SUBMISSION OF ORIGINAL TENDER FEE EMD (DD) AND ACCEPTANCE LETTER IN THE OFFICE OF ASSTT. G. M. (ENGG-E), ROOM NO. 8, 1st FLOOR, ENGINEERING OFFICE, RESIDENTIAL COLONY, AAI, JAIPUR AIRPORT, JAIPUR-302029.	21.05.2018 (1800 hrs.)
BID OPENING DATE (ENVELOPE -I)	22.05.2018 AT 1100 hrs.
OPENING OF FINANCIAL BIDS	Will be intimated later to the shortlisted technically qualified bidders.

10. **Transfer of Tender Document:** Tender documents are not transferable.

11. 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 NIC CPP e-Procurement portal at <http://etenders.gov.in/eprocure/app>.

12. Clarifications of Bid Documents:

- 12.1 Bidders requiring any clarification of the Tender Document may submit their queries, if any through “seek clarification” tab of NIC CPP e-Procurement Portal at <http://etenders.gov.in/eprocure/app>.
- 12.2 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.
- 12.3 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.
- 12.4 In order to provide reasonable time to bidders to take the amendment made by AAI into account for preparing their bids, AAI may, at its discretion, extend the deadline for the submission of bids suitably.

13. Period of Validity of Bids:

The Bids shall remain valid for **90 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.

14. 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:

- 14.1 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 as per AAI norms.
- 14.2 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.

15. Tender Cost:

Tender cost shall be of Rs.1120/- (Rupees One Thousand One Hundred Twenty Only) i/c. GST. This shall be **payable** in the form of Demand Draft drawn in favour of **AAI revenue collection a/c No. 708300300980020** payable at Jaipur as per instructions specified in a **Para 5 (GIG)** of this tender document.

16. Composition of Bids and General Guidelines for bid process:

- 16.1 Bidders shall submit their bids as per scheduled date & time through NIC CPP e-Procurement portal at <http://etenders.gov.in/eprocure/app> only.
- 16.2 Bidders shall submit the tender before the deadline specified in para.9 (GIG) of this tender document. NIC CPP e-procurement system shall not allow bidders to submit their tenders, after the scheduled date & time.
- 16.3 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.

- 16.4 The clarifications, particulars, if any, required from the bidders, will be obtained through query provision available in NIC CPP e-Procurement Portal.
- 16.5 The result of Pre Qualification cum Technical bid evaluations shall be displayed on e-Procurement portal and shall be visible to all the bidders who have participated in this Tender.
- 17 **On-line E-Tendering General Guidelines:**
- 17.1 System shall not permit upload of bids after the scheduled time of submission.
- 17.2 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.
- 17.3 Subject of Clause 17.2 above, system shall not allow any bid to be modified subsequent to the scheduled time of submission of bids.
- 17.4 To assist in the examination, evaluation and comparison of bids AAI may, at its discretion, ask the bidders 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 NIC CPP e-Tendering portal.
- 17.5 Bidders may submit their response to AAI queries through provision of e-tendering portal only.
- 17.6 No post bid clarification /confirmation of compliance at the initiative of the bidder, shall be entertained.
18. **Following 02 envelopes shall be submitted through online at e-portal by the Bidder:**
Clarification needed if any may be send through e-tendering portal only up to **1800 Hrs. on 14/05/2018.**

Last date & time of submission of e-bids (Envelope I & II) is **18/05/2018 up to 1800 hrs.**

19. Pre Qualification cum Technical Bid Submission:

Envelope-I: - Containing qualifying requirements of Contractor/Firm:-

The following documents shall be submitted on-line for Pre Qualification cum Technical Bid evaluation:

- (i) Copy of tender fee.
- (ii) Copy of Permanent Account Number (PAN) of the Tenderer.
- (iii) Copy of the **Earnest Money Deposit (EMD)** as per clause 6 of the value of **Rs. 280014.00** (Rupees Two Lakhs Eighty Thousand Fourteen only) shall be accepted in form of DD/Bank Gurantee/FDR.
- (iv) Letter Indicating the capacity and authority of individual signing the Tender.
- (v) Documentary proof of providing manpower to user agency.
- (vi) Satisfactory Performance Certificate from any one of the user agency.
- (vii) Photo copy of duly audited by Chartered Accountant Annual Reports/Balance Sheets/ Profit & Loss Accounts, for previous three financial years.
- (viii) Photo copy of Registration of firm for GST issued by appropriate government authority and undertaking.
- (ix) Photo copy of Registration Certificate of PF and ESI issued by appropriate government authority or **undertaking**.
- (x) Unconditional Acceptance of AAI's Terms & Conditions, as per enclosed Performa as per Annexure-I (i.e. declaration by Tenderer).
- (xi) Undertaking by the Proprietor of the firm on firm's letter head that Proprietor/Partners of the Firm and Firm itself were not indulging in any criminal cases in the past as per Annexure-II.
- (xii) Affidavit payment of minimum wage on Rs. 100/- Non judicial stamp paper. (Annexure- V)
- (xiii) Undertaking of debar & black list on Rs. 100/- Non judicial stamp paper. (Annexure- IX)
- (xiv) **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 of my family or my/our relatives are 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/Partner/Proprietor”

- (xv) Micro & Small Enterprises registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc. shall be facilitating for benefits as per the public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012.

Note:- MSEs seeking exemption and benefits should enclose an attested/self-certified copy of valid registration certificate, giving details of such validity stores/services etc in **Cover-I (Fee folder)**, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

Deviations, if any, from the laid down requirements of this tender 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 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 documents of Financial Bid shall not be submitted as hard copy to AAI in any case.

20. **Financial Bid Submission:**

Envelope-II:-

The Financial e-Bid shall be submitted in “Items” sections of e-tendering portal. Unconditional rebate i.e. header discount (%) if any is to be put in “Bid Invitation Information Price Component” section only.

The following shall be the guide lines for online submission of financial bid:

- 20.1 The Financial bid shall be submitted on-line at e-Procurement portal.
- 20.2 The submission of price schedule will be submitted as per the Annexure-VII.
- 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 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.
- 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 AAI reserves the right to reject any or all tenders without assigning any reason. 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 **Bids opening process is as below:-**

Envelope-I:- Containing Documents for pre-qualification and technical bid (uploaded by the contractors/firms) shall be opened on **22/05/2018 at 1100 hrs.** The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/firms through e-tendering portal.

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 19 (i to xv)** of GIG Section-A. For this purpose the documents submitted by the bidders 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 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.

23.4 AAI shall evaluate the bids to determine whether they are complete, the documents have been properly signed and the bids are in order.

23.5 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 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.

23.6 The tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.

24. **Opening of the Financial Bids:**

24.1 Financial Bids of 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 NIC CPP e-procurement Portal. Bidders may present at the venue during opening of financial Bid.

24.2 No correspondences/ representations shall be entertained from the bidders after opening of Financial Bid of the Tender on tendering process.

24.3 Date of submission and opening of tender can be extended on sole discretion of the Competent Authority.

25. **Evaluation of Financial bids:**

25.1 The tenders shall be compared on the basis of prices quoted by the bidders for providing manpower.

25.2 AAI's decision in the evaluation process shall be final and binding on all Bidders.

26 **Award of contract:**

- 26.1 The acceptance of the tender shall be intimated to the successful bidder(s) by AAI through Fax/ letter/telephone/ e- mail etc.
- 26.2 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide it through short fall documents folder in e-tendering portal. The bidder shall upload the requisite clarification/documents with in time specified by AAI, failing which tender will be liable for rejection.

27. Consortium/Joint Venture companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
28. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.
29. 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/Proprietors 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.

Airport Director,
AAI, Jaipur International Airport, Jaipur

CHECK LIST**(To be submitted by applicants along with Envelope-D.)****dk; 7 dk ule%**

t; ij v r j k V h; g o l b z v M M M T k; i j i j 14 u a o k g u p l y d j H k f o i k d s f o f f k l u
i z l k j d s o k g u l a d h M M b f o a x , o a 04 u a l g k; d e s f u d j t k k d k; 7 g r q m i y c / k d j k u s d s
f y, f u f o n k 02 o " W d s f y, 1/ A

NAME OF WORK:

“TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”

1.	2.	3.	4.
Ref No.	Qualifying Criteria	Particulars	Enclosure Check List (Enclosed)
01.	GST Registration no. (Copy & undertaking)		YES/NO
02.	PAN number (Copy)		YES/NO
03.	Letter Indicating the capacity and authority of individual signing the Tender		YES/NO
04.	Documentary proof of providing Manpower to user agency as per NIT. (i) Three works of each of (Rs. 22.40 Lakhs) OR (ii) Two works of each of (Rs. 28.00 Lakhs) OR (iii) One work of each of (Rs. 44.80 Lakhs) in single contract of similar nature of works during last 07 years ending on previous financial year.	Details of the Three/Two/One work(s) as applicable Client: Work: Order No.& Dt.: 1. 2. 3. Cost: 1. 2. 3. Date of Completion: 1. 2. 3.	YES/NO
05.	Where experience from Govt. organization or private clients?	Govt. Organization/Private Clients. (Tick which is applicable. In case experience of private client, TDS certificate from clients to be enclosed.)	YES/NO
06.	Satisfactory Performance Certificate from any one of the user agency	Name of organization----- Period of Execution----- Amount Rs.-----	YES/NO

07.	TURNOVER: Annualized average financial turnover equivalent to 30% of estimated cost (Rs. 16.80 lakhs) in Indian rupees during last three financial years (ending on 31 st March of previous financial year).	Year INR (in Lacs) F.Y. 2015-16 Rs.----- F.Y. 2016-17 Rs.----- F.Y. 2017-18 Rs.----- Average:	Proof of turn over enclosed (Abridged balance sheet & profit & loss A/C) YES/NO
07.	Registration of firm for Service Tax (photo Copy of certificate enclosed)		Registration Certificate copy enclosed: YES/NO
08.	Registration of PF and ESI (Photo copy of both certificates enclosed)		Registration Certificate of PF No... Registration Certificate of ESI No... (Both Photo copy enclosed) YES/NO
09.	Photo copy of Valid Labour License Certificate from Appropriate Authority		Photo copy of all documents enclosed YES/NO
10.	Unconditional acceptance (Annexure-I)		On Firms letter head(Enclosed) YES/NO
11.	Undertaking for Criminal cases (Annexure-II)		On Firms letter head(Enclosed) YES/NO
12.	Undertaking of debar & blacklist		On Firms letter head(Enclosed) YES/NO
13.	AAI's Tender document duly signed in all pages		Submitted. YES/NO
14.	Declaration for relatives		On Firms letter head(Enclosed) YES/NO

Place:

Date:

Signature with Stamp
Authorized Signatory of the Firm/Contractor

DECLARATION

I/We(-----) hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage found fake/incorrect, My/Our Earnest Money Deposit (EMD) may be forfeited.

Place:

Date:

Signature with Stamp
Authorized Signatory of the Firm/Contractor

10- bl en nj fufonk eadoy nh x; h njka ij gh fopkj fd; k tk; skA fdl h Hkh fufonk ea nh x; h nj l sde ; k vf/kd ifr'kr gksus ij fufonk fujLr fd, tkus; kx; gkschA

In this item rate tenders, only rates quoted shall be considered. Any tender containing percentage below/ above the rates quoted is liable to be rejected.

11- fufonk Lohdkj djus okyk l {ke i kf/kdkjh l fionk nus dh l puk fyf[kr : lk ea l Qy ckyhdrkz dks nksA l Qy ckyhdrkz ds l kfk fyf[kr ea l fionk djksA l kekU; r% rdudh : lk , oami ; Qr U; ure nj mn'kr djus okys ; kx; , oa l Lrqr fufonkdrkz dks gh dk; khs k tkjh fd; k tk; skA bl l adk ea Lohdkj djus okys i kf/kdkjh gh ed; fu.kkz d gksa A Lohdkj djus okys i kf/kdkjh U; ure nja eatij djus ; k dkbz Hkh fufonk ; k mudsfu.kz dk dkj.k nus ds fy, ck/; ugha gSA

Notification of award of contract will be made in writing to the successful bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering lowest evaluated bid in technically are commonly conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.

12- , d vufdz, k'khy fufonkdj oks gS tks eW; l akkfjr nja i Lrqr djrk gS vkSj fufonk dh fucaku , o 'krka, o djkj nLrkost ka dks fcuk fdl h ed; vk'kksku ds Lohdkj djrk gSA

A responsive bidder is one who submits priced bid and accepts all terms and conditions of the Specifications and contract documents without any major modifications.

12-1 fufonk nLrkost ka vkSj fof'kr"V; ka ea vi s{kr ed; vk'kksku tks fd dke ijk djus dh vof/kj xqkoUkk jek=k dks fdl h idkj l s i Hkkfor djrk gS vFkok Hkkjrh; foekui Uku i kf/kdj.k ds vf/kdkj ka vFkok ckyhdrkz ds nkf; Rokj ftEenkj; ka dks fdl h idkj l s l hfer djrk gS fufonk dh fucaku , oa 'krka ea fdl h idkj dk vk'kksku tks fd Hkkjrh; foekui Uku i kf/kdj.k dks Lohdk; Ugha gS dks vk'kksku djus ds fy, ed; vk'kksku ekuk tk, skA

A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities OR liabilities of the Bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms and conditions of the tender, which are not acceptable to AAI, shall also be treated as a major modification.

12-2 fufonkdj dks vufØ; k'khy ckyh nsh pkfg,] , d k ugha djus ij ml dh fufonk fujLr fd, tkus; kx; gkschA

A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.

13- fufonk Lohdkj fd, tkus ij c; kuk jkf'k dks tekurh jkf'k dk , d fgLLk ekuk tk; skA
On acceptance of tender earnest money will be treated as part of the security.

14- Hkkjrh; foekui Uku i kf/kdj.k vl Qy fufonkdrkz/ka dh c; kuk jkf'k ftl fdl h dks Hkh ns gksch oki l dj nsk A

Airports Authority of India will return the earnest money, where ever applicable, to every unsuccessful tenderer.

15- fufonk Lohdkj gks tkus ij] fufonkdj ; k ml ds iR; kf; r ifrfuf/k dh ftEenkjh gksch fd og Hkkjrh; foekui Uku i kf/kdj.k l s vkxs ds funk i klr djA

On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from Airports Authority of India.

16- bl fufonk ds l cdk ea yxus okys l Hkh dj fufonkdj }kjk fn; s tk; x\$ ftudh dVks-h Lkks ij gh dh tk l drh gA bl l cdk ea Hkkj rh; foeku iUku i kf/kdj.k fdl h Hkh izdkj dh nkonkjh ij fopkj ughs djskA Bds dh ; g l puk Hkh Bdk nLrkost ka dk , d fgLI k gksxhA

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.

17- ; g fufonk i i = djkj nLrkost @, xheW dk Hkkx gksk A

This tender document shall form part of the contract document/agreement.

18- l Hkh fufonknkrk] fufonk ij gLrk{kj djus okys 0; fDr dh {kerk vk\$ i kf/kdkj dk mYys[k vo' ; djxhA

All the tenderers must indicate the capacity & authority of the individual signing tender.

Airport Director,
Airports Authority of India
Jaipur International Airport, Jaipur-302029

SECTION C: SPECIAL TERMS & CONDITIONS OF CONTRACT

1. The following special conditions shall be read in conjunction with AAI General Conditions of Contract. If there are any provisions in the special conditions of contract which are at variance with provision of General Condition of Contract (AAI). The provision in these special conditions shall take precedence.
2. The agency shall provide necessary services by deploying their regular employees under their supervision, subject to inspection by AAI authorized Officer. The agency has to submit duty roster of the manpower on monthly basis as per the direction of Asstt. General Manager (Engg.-Elect./Tech.).
3. The contractor should quote the rates very carefully in Bill of Quantities (BQQ) considering current rates of minimum wages, 02 Nos. reliever to be provided over 14 Nos. drivers & all statutory requirements as detailed below. Quoted rates by the contractor should include following cost components:-
 - a) Minimum wages rates as applicable.
 - b) Extra payment for 03 National Holidays.
 - c) Total Cost of uniform & shoes.
 - d) Cost of consumables, AEP & ADP charges.
4. The price quoted shall be firm inclusive of minimum wages, uniform expenses, AEP/ADP charges, National Holidays and contractor profit etc. for the contract period and **excluding GST, PF, ESI and Bonus contribution of employer**. In case of any increase in minimum wages during the contract period, same shall be reimbursed to contractor on production of documentary evidence. No additional payment such as contractor profit will be reimbursed due to increased wages.

The current rate of minimum wages (w.e.f. 01.04.2018) as prescribed by CLC for Class B city (Jaipur) is given below for reference:-

a) Skilled	-	Rs. 612/- per day
b) Semi Skilled	-	Rs. 522/-per day
5. The contractor has to ensure that in any case the wages paid to the workers should not be less than minimum wages as prescribed by CLC for Class B city (Jaipur) and to be paid up to seventh of every month.
6. ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on basis of submission of documentary evidence i.e. copy of challan with detailed statement of each manpower. The employer contribution to be deposited are as :
 - a) P.F. Contribution @13.15% on actual wage payment for each worker.
 - b) E.S.I @4.75% on actual wage payment for each worker.
 - c) If EPF/ ESIC contributions are not paid by the contractor, AAI reserves the right to withhold 26% of PF & 6% of ESI from total amount of bill for that particular month.
7. The contractor shall intimate PF account number and ESI registration number for his all employees after award of work and shall have continue valid PF account number and ESI registration number till actual completion of contract.
8. Contractor shall have to employ experienced/qualified worker for operation and maintenance of AAI vehicles.

14. The Contractor shall arrange Character & Incident verifications & pay the fees required for Airport Entry Pass issued by BCAS and necessary Driving Permit from the concerned Airport officials in respect of MTD & Vehicle Entry Permit & pay the fees as required for use of Vehicles inside Operational areas of the Airport, as applicable.

15. **The Security Clearance in respect of the Agency and their Partner/Proprietor should be submitted on line to BCAS through <https://esahaj.gov.in> before entering into the contract. If any criminal case against the agency, their Partner/Proprietor found during the course of contract, the same will be terminated immediately and no Airport Entry Passes will be issued to their Proprietor and Staff which are engaged for duty. In such case Security Deposit shall be forfeited. The agency should submit the undertaking as per Annexure-II.**

16. No duty shall go vacate, if any of the worker goes on leave a suitable substitute has to be deputed by the contractor. In case, no one is deputed and the duty remains unattended, the same will be recovered double rate of prevailing minimum wages and the contractor shall be fully responsible for any problems in operational duties due to absent of the worker.

17. The contractor shall provide copies of PF & ESI Electronic Challan cum Receipts of monthly contributions in respect of contract workers engaged for contract work on month to month basis. If PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dated, AAI reserves the right to withhold 26% of PF & 6% of ESI from total amount of bill for that particular month.

18. **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.

19. **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.

20. **fufonkdj] mudsfj i tV/SVo] , tV , o del% Contractor's Representatives, Agents and workmen:**
20-1 bl l fonk ds }kjk fn, x, dk;Z dh otg l s l fonkdj ds dkfeZka ds }kjk rnh; i kVhZ vFkok dlnh; i kf/kdkjh vFkok fd l h Hkh jktuhfrd mi l Hkkx ds }kjk mBus okys l Hkh nkoka] eadnaka vFkok dk;Zkgh] dkuu]k] fofu; eka vFkok vi\$kkvka dk mYy/ka fufonkdj ds }kjk fd;s tkus l s Hkkjrnh; foekui ūku i kf/kdj.k ds fo:) dlnh;] jkT; ljdkj vFkok LFkkuh; i kf/kdkfj; ka ds }kjk i sYVh yxk; h tkrh gS rks ml dh ns rk l s gkus okyh {kfr dh i frZ v\$ vi us dks fujijk l kfr djus dsfy, l fonkdj ifronk djxkA

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

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

21 Bye Laws:

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

22. PAYMENT:-

22.1. The bill shall be raised monthly by the contractor in triplicate along with following documents & records and be submitted to Manager (Tech) by 7th of each month and payment there of shall be made by AAI, (by Electronic Money transfer directly to the account) within fortnight subject to Undisputed claim:

22.1.1 Attendance of the Manpower provided to the AAI for Job Work/Services during the month.

22.1.2 Statement of payment made by AAI in previous month in respect of Manpower provided to AAI for Job Work/Services provided for Operation of Vehicles with regard to (a) Attendance, OT (b) Wage including VDA,(c) EPF,(d) ESI and (e) Bonus of contractor including deductions from each person's as individual contribution in each head as per Government norms and net payment made by the contractor to each person. In addition any other records as per prevailing provisions of labour laws issued by local Government Authority.

22.1.3 Proof of ESI payment made in previous month to appropriate Government Authority (Copy of ECR) in respect of Manpower provided to AAI.

22.1.4 Proof of EPF payment made in previous month to appropriate Government Authority (Copy of ECR) in respect of Manpower provided to AAI.

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

23.1 Payment to the Manpower deployed for Job work/Services for above said work by the contractor to be made on or before 7th of each month and to be witnessed by authorized representative of AAI. This statement to be duly signed (reference Para No.22.1.2 above) by the representative of AAI & contractor and each person to whom payment has been made.

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

24. PAYMENT OF WAGES:-

24.1 The payment to be made by contractor to manpower provided for services /Job Work for above said work shall not be less than minimum wages as prescribed by the Central Govt. for Class B city (Jaipur). 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.

- 24.2 Contractor shall comply all statutory provisions various acts in respect of manpower provided for services /Job Work for said work like EPF, ESI, Labour License etc. in respect of manpower provided to AAI issued by appropriate Government Authority (ies) and produce necessary voucher for proof of payment made to appropriate authority in respect of EPF, ESI, Bonus etc in next month bill towards the manpower provided to AAI, failing which their next month payment would not be processed. The payment of wages should be made directly by the contractor to his workmen and not through any other agencies, in presence of AAI / his representative.
- 24.3 In case of non-payment of wages or any other dues of any workman engaged and provided for Job Work to AAI by contractor, AAI reserves the right to make payment and to recover the amount of such payment from bill of contractor or from any amount payable to him under any contract or as debt payable by contractor.
- 24.4 Release of payment to the contractor each month shall be subject to the contractor satisfying the AAI that the contractor has paid prescribed minimum wages to his workers provided for Job Work to AAI during the previous month and documents/proof submitted by contractor in terms of Para No. 22.1.1 to 22.1.5 above.
- 24.5 If at any point of time during currency of contract awarded to the successful firm, the rate quoted by contractor for Job Work and payment of Wages to their worker including VDA and approved by AAI falls lower than minimum wage including VDA declared by appropriate Government Authority, contractor may submit necessary application for revision of rate of minimum Wage including VDA and related statutory contributions by AAI (percentage of Wage including VDA in respect of ESI, EPF and Bonus excluding contractor service charge) to the Asstt. General Manager (Engg.-Elect./Tech) O/O the Airport Director, Jaipur and the difference will be reimbursed to the contractor without any change in contractor profit. Contractor has to ensure payment of minimum wage to manpower provided to AAI for Job Work and related statutory contributions (ESI, EPF and Bonus) by AAI and contribution by each person & deposition with appropriate Government Authorities as per prevailing laws during currency of contract.
- 24.6 On award and commencement of contract within one month, contractor has to submit an affidavit on non-judicial stamp paper before the officer concerned that they are fully observing the Minimum Wage Act 1948, payment of minimum wages to labours, deduction of provident fund amount at the prescribed rate and timely deposit to the P.F. account in legal obligation under the Labour (Regulation and Abolition) Act 1970.

25. COMPLIANCE OF VARIOUS ACTS ON LABOUR:

- 25.1 Contractor has to obtain the valid labour license from the Regional Labour Commissioner before engaging and deputing the workmen at this site under the contract labour (R&A) Act, 1970 and the contractor labour (Regulation and Abolition) central Rules 1971. The labour license shall be valid for entire contract period and extension period of contract. Required form V (Form of certificate by principal employer) to be issued by AAI immediately after award of work for obtaining the labour license.
- 25.2 The contractor shall ensure regular and effective supervision and control Job Work by their personnel deployed by him and give suitable direction for undertaking the contractual obligations.
- 25.3 The contractor has to comply with necessary statutory requirement on contract labour regulations and abolition act 1970 & any amendments thereof. Any violation for not following the labour laws shall be contractor's responsibility. In this regard, an affidavit in Rs.100/- non judicial stamp paper shall be furnished by contractor as per format mentioned in Annexure-V.

26. **RECORDS:-**

- 26.1 The contractor shall keep and maintain each and all records as required to be maintained by the contractor under the Contract Labour (Regulation and Abolition) Act 1970, the factories Act, the payment of Wages Act and /or any other applicable laws, rules or regulations, and shall furnish to the concerned officers/authorities in this behalf of any and all information, reports and return as are required to be furnished by the contractor under any such laws, rules or regulations.
- 26.2 The AAI shall be entitled at all times to carry out any check or inspection of the contractor's facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under provisions. Any violation shall, without prejudice to any other rights or remedies available to the AAI, constitute a ground for termination of the contract as though specifically set for under clauses of GCC thereof.

27. **CHANGE IN QUANTITY :**

- The AAI reserves the right to vary the quantity of Man Power or group of Manpower to be ordered as specified in the Tender as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the tender shall be limited to 50% of the original quantity ordered during the currency of the contract.
28. The Authority will not be responsible for any injury sustained by the workers during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. To comply with all liabilities out of any provision of labour acts/- enactment's either in force or enacted from time to time during the execution of this contract shall be the responsibility of agency. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Further, more, the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.
29. The agency will carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards to the nature of service or as regards to the personnel driving the service, the Authority shall intimate to the agency who shall attend the complaints promptly.
30. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.
31. Agency/contractor shall arrange for police verification of character & antecedents, Airport Entry Passes (from BCAS) and Apron Driving Permit of manpower to be provided at Agency/Contractor Cost.
32. Contractor shall provide the photo identity card/badge & uniform and Reflector Jackets (for the persons working in operational area) to all his employees, indicating name, designation etc.
33. Contractor must nominate one supervisor who shall be available at the O/o The Manager (Tech) from 0930 to 1230 hrs twice a week for proper liaisoning.
34. If the AAI is not satisfied with the conduct, behavior etc. of any of the staff/ operating crew of contractor, the contractor shall replace the person concern as per advice of the AAI.

35 **PENALTY :-**

- 35.1 A penalty of Rs 200/- per day per occasion shall be made in addition to prorata deductions from the contract amount for the days of absentees of contractor's employees.
- 35.2. In case the driver/asstt. mech. reports later than by 40 minutes of the requisitioned time, the contractor shall pay an amount of Rs.100/- for each occurrence to the AAI.

- 35.3. In case the driver does not keeps his assigned Vehicle / Equipment clean and fails to maintain them as per the directives of AAI, an amount of Rs.100/- for each occurrence (after initial 03 cautions), will be deducted by AAI.
- 35.4 Amount of all above penalties will be deducted from the monthly bills/security deposit or any other dues of the Contractor

36. ARBITRATION AND LAWS:

- (i) Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions wherein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawing, specifications, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof shall be referred to sole arbitration as may be appointed by the Chairman, Airports Authority of India, There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons. The Chairman, Airports Authority of India at the time of such transfer, vacation of office inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be, entitled to proceed with the reference from the stage at which it was left by predecessor. It is also in term of this contract that no person other than a person appointed by Chairman, AAI as aforesaid should act as arbitrator and if for any reasons, that is not possible, the matter is not to be referred to arbitration in all cases where the amount of the claim is dispute is Rs.50,000/- (Rupees Fifty Thousand only) and above, the arbitrator shall give reasons for the award. Subject as aforesaid the provision of the Arbitration and conciliation Act 1996 or any statutory modification or re-enhancement thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. In case of disputes between two Govt. of India Undertakings, provisions as mentioned in Bureau of public Enterprises letter No. Bre/GI-001/16/MAN-2(100-75-BPE) (GM-1) dated 01.01.1976 and its amendment from time to time shall apply.
- (ii) It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent or the parties extend the time, for making and publishing the award.
- (iii) The work under the contract shall, if reasonable possible, continue during the arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings.
- (iv) The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.
- (v) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- (vi) The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

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

37. Dispute Resolution Committee

- (A) If dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract , including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the engineer, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) appointed by RED.
- (B) DRC thus constituted may act as ‘conciliator’ and will be guided by principles of ‘Conciliation’ as included in part III of Arbitration & Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.]
- (C) DRC may likely to give its report within 45 days of its constitution.

**38- I fonk I eklr
38. TERMINATION OF CONTRACT**

38-1 fufonkdj }jkk fd; s x; s dk; Z dh ddkyrk vFkok xqkoYkk vl arkskin gkus ij fcuk fdl h iwdkzg ds th l h l h ds v/khu miyC/k l eki u vf/kdkj vFkok bl l aak ea l fonk ea miyC/k vU; mik; ka ij ifrdny iHko Mkys fcuk dkbZ Hkh i {k fdl h Hkh l e; l fonk dks l eklr dj l drk gS ftl ds fy, og fufonkdj dks fyf[kr ukSVI nsx tks fd , d ekg l s de dk ugha gksxA bl l aak ea funskd foekuiRru;t; ij ; ; jikV/t; ij dks l Ei wZ vf/kdkj gksxA

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

38.2 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.

38-3 l fonk ds fØ; kko; u dh vof/k ds nkjku fdl h Hkh Lrj ij fufonkdj vFkok ml ds dkfeZka ds fo:) ufrd v/kerk ea 'kkfey gkus dk dkbZ ekeyk U; k; ky; ea pyrk gS rks Hkkj rh; foekui Uku i kf/kdj .k dks vUku; , oafokSk vf/kdkj gksx fd l fonk dks rjar l eklr dj ns vksj , d h fLFkr ea Bdnkj] fdl h idkj dh {kfri firZ i klr djus dk vf/kdkjh ugha gksxA

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

38.4 The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

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

39- c;kuk jkf'k vl\$ tekur jkf'k

39. EARNEST MONEY AND SECURITY DEPOSIT:

39-1 fufonknrk }kjk Hkkjrh; foekui Uku ikf/kdj.k ds i{k ea ns c;kuk jkf'k vktlykbu tek djkuh gksch , d k ugha djus ij ikr VMj ij fopkj ugha djds ml s l h/kk gh vLohdkj dj fn;k tk,xk A l Qy fufonknrk }kjk tek djokbz xbz c;kuk jkf'k dks tekur jkf'k ea l ek; kstr dj yh tk, xhA vl Qy fufonknrvka dh c;kuk jkf'k muds cid [krs ea vktlykbu okil dj nh tk, xhA c;kuk jkf'k dks tekur jkf'k dk Hkkx ekurs gq l ek; kstr fd;k tk l drk gSA

39.1 The earnest money shall be deposited by the contractor in favour of Airports Authority of India on-line on e-procurement portal as per NIT, failing which the tender may not be considered and rejected outright. The EMD will be adjusted as part of Security Deposit. The earnest money of the unsuccessful tenderers will be refunded online in their bank account.

39-2 **tekur jkf'k %** fufonknrk ftl dh fufonk Lohdkj dj yh tkrh gS mlga dk; kzs k tkjh gkus ds 30 fnuka ea dk; Zvksk jkf'k okf'kd ds 10% iFke , d yk[k ij] 7-5% nW js , d yk[k ij , 5% 'kSk okf'kd dk; kzs k jkf'k ds cjkcj tekur jkf'k tek djkuh gksch A tekur jkf'k fMek.M MMV ; k fQDI fMikstV fjfl IV ; k cid xkj.Vh ds : i ea tek dj k l drs gS ; fn ; g , d yk[k l s vf/kd gS tks fd vf/kl fpr cid @j'Vh; dr cidks }kjk tkjh %/kj]ch]vkbZ vud ph ds vk/kkj ij 1/2 ds : lk es Hkkjrh; foekui Rru ikf/kdj.k]t ; ij ds i{k ea tek djuh gkschA Hkkjrh; foekui Rru ikf/kdj.k tekur jkf'k ij dkbZ C; kt ugha nsxk A

39.2 **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 first Rupees one lakh, 7.5% on second Rupees one lakhs and 5% on balance amount of ordered annual value, with in 30 days from the date of issue of work order.(excluding taxes). The security deposit shall be furnished in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee in case it works out more than One Lac in favour of Airports Authority of India,Jaipur drawn on a Nationalized /Scheduled Bank (As per RBI Schedule) having office in India and payable at Jaipur. No interest on security deposit is payable by AAI.

39-3 l fonk vof/k ds l eki u %/feZskul%@[Re gks tkus ds ckn Hkkjrh; foekui Uku ikf/kdj.k ds ikl tek tekur jkf'k dks rhu ekg dh vof/k ea fufonkdj dks okil dj fn;k tk, xk c'krfd fufonkdj dsuke l scdk; k jkf'k] ; fn dkbZ gS dh ol yh gks tkrh gA

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

40. SUBLETTING OF CONTRACT:-

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

41. AGREEMENT:

(i) All the terms and conditions underwritten in the tender Document with set of General Conditions, Conditions of Contract, Special Conditions, specified in Scope of work. Annexure – I to VII and those which would form of work order placed on successful tenderer shall form the part of the agreement to be made with the AAI.

- (ii) In the event of issuance of “letter of Intent” to the contractor, he will notify to the Asstt. General Manager (Engg.-Elect./Tech.), AAI, Jaipur Airport, Jaipur (Raj), Contact No. 0141 2725532
OR his successor in the office ,about the date of PRE-DEPLOYMENT INSPECTION /PERFORMMANCE CHECKS & TESTS etc. and present the manpower to him for above purpose. THE PRE-DEPLOYMENT INSPECTION/ PERFORMANCE CHECKS & TESTS etc will be carried out in the presence of Asstt. General Manager (Engg.-Elect./Tech.) OR his designated person within the time frame as prescribed by him.

On the satisfactory inspection and acceptance of manpower by Asstt. General Manager (Engg.-Elect./Tech.) OR his designated person, the contractor will have to execute a work contract on a sum of Rs. 100/- (OR to an amount which fulfills the legal obligations of such contract), on a Non-Judicial Stamp paper, duly attested by an oath commissioner, at his own cost.

- (iii) Only inspected and accepted manpower will be provided during the period of contract except for sick or leave the job etc for which the Contractor will have to provide adequate and suitable replacement of staff to AAI. During the currency of contract, if contractor desires to change his existing staff, he will have to submit a written notice alongwith the replacement staff and the same will be allowed by Asstt. General Manager (Engg.-Elect./Tech.) OR by his designated person, only after his satisfactory verification.

42. **DECLARATION BY THE CONTRACTOR/TENDERER**

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

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

- 43- **uloŝku Dykt** (Navation Clause)-The contract period is for Two years or the date of transfer of the airport under the PPP mode which ever early. The contract may be terminated with a termination notice of 90 days without any liabilities to AAI on account of anything else what so ever.

44. **Obligations relating to Transfer**

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

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

45 **Implementation of Integrity Pact (IP)**

- (i) Signing of Integrity Pact is mandatory for every bidder participating in this tender and the contractee who is awarded the work. The Pack 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 signing 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 Dr. U. D. Choubey C/o Chairman, Airports Authority of India, RG Bhawan, Safdarjung Airport, New Delhi – 110003. 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 – 110003 E-mail ID of IEM is mp_juneja@yahoo.com (The name of IEMs may change).

fufonknkrk dk uke , 0 iwkZ irk	%-----
Signature of the Tenderer
Ukke	%-----
Name	:.....
fnukad	%-----
Date	:.....
Ekkqj	%-----
Seal	:.....
E-mail Address	:.....

UNCONDITIONAL ACCEPTANCE LETTER
(TO BE SUBMITTED WITH ENVELOPE NO.1)
(Refer Clause 19(xv) of PNIT page-7)

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

ACCEPTANCE OF AAI'S TENDER CONDITIONS

Sir,

I/We have read and examined the following documents relating to the work of **“TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”** a) Section –A, - General information and Guidelines. b) Section –B, - Conditions of Contract.
c) Section –C – Special conditions.

1. 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 eighty (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,
2. 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,
3. 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 deemed fit under the terms & condition of the contract.
4. 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 or 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.
5. 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.
6. Whereas I/We have carefully read the terms incorporated in the general conditions of the contract as well as terms & work and whereas I/We do agree to abide by rules 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 considerations 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-----
Contract phone Nos-----
Date-----

'ki Fk i = (UNDERTAKING)

(On Company's Letter head)

ef@ge -----i ki jkbMj@iKVUj-----e9 l l -----
-----ijk irk -----'ki Fki dZl ?kSk. kk
djr k gV@ djrs g8 fd ej@gekjs f[kykQ , d ejh@gekjh QeZ ds f[kykQ dkbZ Hkh d8 U; k; ky; ; k
i fyl ea ugha pyk gSA

ef@ge opu nrs g8 fd ej@gekjs }kjk dkbZ Hkh l puk@nLrkost djkj ds l e; ; k ckn ea dHkh Hkh >Bs
ik; s tkrs g8 rks gekjk djkj rjUr fujLr dj fu; ekud kj dkunh dk; bkgh dh tk l drh gSA

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

I/We stated that if any information/Documents found false or whats ever at any
stage or after the contract, then the contract may be terminated immediately and legal
action may be initiated against me/us.

Signature with seal.....
& Full address of the firm.....

Dated.....

**LETTER OF UNDERTAKING FROM THE DEPOSITOR TO BANK TO BE
SUBMITTED ALONG WITH FIXED DEPOSIT RECEIPT TO AIRPORTS
AUTHORITY OF INDIA**

To,

The Branch Manager,

_____ Bank

Subject: My/our Fixed Deposit Receipt bearing No. Dated for Rs.
..... issued in favour of Airports Authority of India A/C
.....

Sir,

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

I hereby authorize the Airports Authority of India in whose favour the deposit is made to encash/close the subject Fixed Deposit before maturity/on maturity towards adjustment of dues without any reference/consent/notice from me/our side and liability / responsibility of the bank is fully discharged by making the payment to Airports Authority of India.

Signature of Depositor

Place:

Date:

**PROFORMA FOR BANK GUARANTEE
(SECURITY DEPOSIT)
(On Non-Judicial stamp paper of an appropriate value)**

Airport Director
Airports Authority of India
Jaipur Airport, Jaipur

Dear Sirs,

We.....hereby refer to the contract No.....
dated.....between the as purchaser and
M/s..... as contractor providing in
substance for the provisioning ofas particularized in the said contract, to which specific
reference is made. Under the terms of the said contract, the contractor is required to provide a bank guarantee in a form acceptable
to the purchaser for the amount of% of the entire contract price extending to performance by the contractor of all the
terms and conditions of the contract.

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

The purchaser shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other
remedy to enforce any of the obligations herein guaranteed and may pursue any or all of its remedies at one or at different times.
Upon default of the contract, we agree to pay to the purchaser on demand and without demur the sum 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 period
which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and
alteration or change in any of the terms and conditions of the said contract. This guarantee will not be discharged due to change in
constitution of the Bank or the contractor.

“Notwithstanding any thing 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 before
.....201.....irrespective of whether or not the original Guarantee is returned to us”.

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

Very truly yours,

Note to 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:

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

AFFIDAVIT

(To b e e x e c u t e d i n ` 1 0 0 / - N o n J u d i c i a l S t a m p P a p e r d u l y N o t a r i z e d)

I, (_____),

age _____ years S/o _____

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

_____ having _____ address
_____ do hereby solemnly
affirm and state as follows;

I am competent to swear this affidavit on behalf of _____ (name of the agency) and hereby confirm that I am fully complying with the legal obligations with regards to payment of minimum wages as per minimum wages Act – 1948 and deduction of Provident Fund Authorities as per EPF & MP Act – 1952 and Contract Labour (Regulation and Abolition) Act, 1970.

Date:

(Signature of the Contractor)

With rubber-stamp.

(Notary)

PRE CONTRACT INTEGRITY PACT

This Pact made thisday of-----between Airport Authority of India, a body corporate constituted by the Central Government under the Airport Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at **Jaipur** in India, hereafter 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 **“TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”**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” (TI) 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 **“TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”** In response to the NIT (notices Inviting Tender) dated..... Contractor is signing the contract for execution of **“TENDER FOR PROVIDING MANPOWER - 14 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. ASSISTANT MECHANIC FOR JOB WORK AT JAIPUR INTERNATIONAL AIRPORT, JAIPUR (FOR 02 YEARS).”**

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:

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 or 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 favour or disfavour 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 contract, 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 agent 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.
- 3.10 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)
- 3.11 The Bidder/Contractor commit to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 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 of filling the 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 here under 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 The sub-contractor(s) /associate(s) engaged by Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crores. (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 provision 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, Demand 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 en cash 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 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 or 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 of an employee of a representative or an Associates of a Bidder, Contractor of 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 accept 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 of intimation to him by the Authority and, should the occasion arise, submit proposals for correction 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 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 the 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 _____

<p>Buyer</p> <p>Name of the Officer</p> <p>Designation</p> <p>Deptt./Ministry/PSU</p> <p>Witness</p> <p>1. _____</p> <p>2. _____</p>	<p>BIDDER</p> <p>CHIEF EXECUTIVE OFFICER</p> <p>Witness</p> <p>1. _____</p> <p>2. _____</p>
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UNERTAKING OF AGENCY /FIRM
(On letter head)

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

Signature and name of the authorized signatory of the firm

UNDERTAKING

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

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

Our firm is not debarred/ blacklisted by AAI or Central/ State Govt. Depts./ PSUs World Bank/ ADB etc. and the debarment is not in force as on last date of submission of this E-bid. Our firm understand that in case above is discovered at later stage, our firm shall be liable for detrainment from bidding in AAI apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.

Date.....

Place.....

Signature and name of the authorized signatory of the firm