



**JOB CONTRACT FOR HIRING OF 02 NOS.
PARAMEDICAL STAFF TO CARRY OUT BA TEST AT
MADURAI AIRPORT**

TENDER DOCUMENT

Estimated Cost: Rs.15,53,966.00

**Tender Ref File No: OP-12012(18)/1/2023-APD-SR-MADURAI
E-Tender No. 2023_AAI_144549_1**

**AIRPORTS AUTHORITY OF INDIA
DEPT OF OPERATIONS
MADURAI AIRPORT, MADURAI**

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AIRPORTS AUTHORITY OF INDIA

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TENDER DOCUMENT FOR

NAME OF WORK: - Job contract for hiring of 02 nos. Paramedical Staff at Madurai Airport to Carry out Breath Analyzer Examination.

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This is to certify that; this tender document contains total 29 (Twenty Nine) including cover page and index pagenumbers serially.

DGM (OPS)
For Airport Director
AAI, Madurai Airport

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AIRPORTS AUTHORITY OF INDIA NOTICE INVITING e-TENDER

Tender Ref File No: OP-12012(18)/1/2023-APD-SR-MADURAI

Tender ID : 2023_AAI_144549_1

E-Tenders are invited through the **CPP** e-tendering portal by **Airport Director, Airports Authority of India, Madurai Airport -625022** on behalf of Chairman, AAI from the eligible Agency/Organization/Hospitals for the work of **Job contract for hiring of 02 nos. Paramedical Staff for 02 years at Madurai Airport to Carry out Breath Analyzer Examination.** at an estimated cost of **Rs15,53,966/- (Rupees Fifteen Lakhs Fifty Three Thousand Nine Hundred and Sixty Six Only) (excluding GST, Bonus, PF, ESI)** . The contract period shall be for **02years** with the provision of further extension of another 01 year subject to approval of the competent authority and on satisfactory completion of work.

1. Submission of EMD.

A sum of **Rs.31, 079/-**.shall be required to pay through online payment Gateway on the CPP Portal.

“Annexure “MSME-III” to be filled in Non-Judicial stamp paper value of Rs.100/- along with valid MSME/NSIC certificate for exemption from submitting EMD.

2. Unconditional Acceptance of AAI’s Tender Condition.

- a. Scanned copy of Unconditional acceptance of AAI’s Tender condition as per Annexure-II duly digitally signed to be uploaded in Envelope – I by stipulated date and time (Bid Submission Date)
i.e. **mentioned in the critical data sheet.**

3. Tender Fee

Tender fee (Non-Refundable) of Rs.590/- (Including Applicable GST) shall be paid online through CPP portal only. Scanned copy of Tender Fee paid to be uploaded in CPP Portal by stipulated date and time (Bid Submission Date) in Envelope-I

Micro, Small and Medium Enterprises (MSMEs) – registered with District Industries Centers or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2002, and further amendments for goods produced and service rendered –shall be issued Tender Documents free of cost.

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Bid Submission:

The Following two envelopes shall be submitted through online mode through CPP portal by the bidder. Last date and time of submission of bids (Envelope I, II) is **16.02.2023 at 1700 hrs.**

A) Cover/Envelope-I: -Containing Scanned Copy and duly digitally signed of the following documents:

Envelope-I:

1. Checklist
2. Scanned copy of Tender Fee
3. Unconditional Acceptance of AAI's Tender Conditions (Annexure-II).
4. Valid NSIC/MSME registration certificate issued by the competent authority in case of seeking for exemption of Tender fee by the NSIC/MSME registered firms.
5. Scanned Copy of Online Payment EMD of value Rs.31,079/-
/Valid NSIC/MSME certificate & duly filled Annexure "MSME-III on Non-judicial Stamp paper of Rs.100/-.
6. Registration certificate of the Company/Organization/Hospital.
7. PAN Card Details
8. Should have valid GST registration.
9. Duly notarized declaration on non-judicial stamp paper of Rs.100/- regarding black listing/debarring of firm. (Pro forma Enclosed)
10. Scanned copy of EPF and ESI registration.
11. Digitally-signed Tender document
12. Affidavit –Minimum wages. (Annexure-II). (Pro forma Enclosed).

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B) Financial / Envelope-II: The financial Price bid (Item Rate BOQ) through the CPP portal

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

If unconditional Acceptance letter of any bidder are not meeting the AAI's Tender Conditions then their e-bid response will be summarily rejected.

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

These 2 envelopes shall be submitted through online at CPP portal by the bidder as per the schedule mentioned in critical date sheet.

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4 CRITICAL DATA SHEET

Publishing Date	09.02.2023 (1300hrs)
Clarification Start Date	09.02.2023 (1300hrs)
Clarification End Date	15.02.2023 (1500hrs)
Bid Submission Start Date	09.02.2023 (1100hrs)
Bid Submission End Date	16.02.2023 (1700Hrs)
Bid Opening Date (Envelope- I)	17.02.2023 (1500hrs)
Bid Opening Date (Envelope- II)	23.02.2023 (1500hrs)
Tender Fee Rs. 590/-	(Including GST) to be paid through CPP portal only.

5 Tenderer who has downloaded the tender from CPP Portal website shall not tamper/ modify the tender form including downloaded price bid (item rate BOQ) template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AAI.

6 **a. Bids Opening Process is as below:**

- i. **Envelope-I:** - Containing documents (uploaded by the contractors/firms) shall be opened on **17.02.2023 at 15:00 hrs.** The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors/firms through CPP portal.
- ii. **Envelope-II:** -The financial bids **shall be opened on 23.02.2023 at 15:00 hrs.**

Any changes in the date shall be intimated through CPP Portal.

- a) AAI reserves the right to accept or reject any or all applications without assigning any reason. AAI also reserves the right to call off the process of tendering at any stage without assigning any reason.
- b) AAI reserve the right to verify the credentials submitted by the agency at any stage (before or after the award of the work). If at any stage before or after the award of the work, any information/documents Submitted by the applicant is found to be false, or have some discrepancy which disqualifies the firm then AAI shall take following action:
 - i. The agency shall be liable for debarment for 01 year from tendering in AAI, apart from any other appropriate contractual / legal action.

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7. Consortium /Joint Ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
8. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.
9. If the entity participation in any of the tenders is a private or public limited company. Partnership firm or proprietary firm and any of the Directors / Partners 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 Authority, then the said entity shall not be allowed to participate in AAI tenders.

DGM (OPS)
For Airport Director
Airports Authority of India,
Madurai Airport –625022
Ph no:0452-2690612/9442111325

1. For any query/issues related to the use of the e-tender portal, bidders may contact the following:

i. For any technical related queries please call the Helpdesk.

24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-6277787

Mobile: 918826246593

E-Mail: support-eproc@nic.in

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

ii. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cPPP-doe@nic.in

iii. For any Issues / Clarifications relating to the publishing and submission of AAI tender(s)

a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC **<http://etenders.gov.in>**. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).

b. Before submitting queries, bidders are requested to follow the instructions given in “**Guidelines to Bidders**” and get their computer system configured according to the recommended settings as specified in the portal at “**System Settings for CPPP**”.

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c. The escalation matrix of AAI help desk is as appended below:

Sl. No.	Support Persons	Escalation matrix	E-mail address	Contact Numbers	Timings
1	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 Extn: 3512 (Six lines)	0800 – 2000hrs (Mon – Sat)
2	Sanjeev Kumar, MGR(IT)	After 4 hours of issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950 Extn: 3523	0930-1800 hrs (Mon-Fri)
3	Sh.Prabhakar Bajpai Jt.GM(IT)	After 12 hours	dkumar@aai.aero	011-24629344	0930-1800 hrs (Mon-Fri)
4	General Manager(IT)	After 03 days	gmitchq@aai.aero	011-24657900	0930-1800 hrs (Mon-Fri)

AAI Helpdesk services shall remain closed on all Govt. Gazetted Holidays. The above- mentioned help desk numbers are intended only for queries related to the issues on e- procurement portal and help needed on the operation of the portal.

2. The successful Tenderer/contractor on acceptance of his Tender by the Accepting Authority shall within 15 days from the date of award of work sign the contract consisting of Notice Inviting Tenders, General conditions of contract, special/additional condition, General and particular specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

3. As the site of work is in the restricted area, the contractor is required to obtain Airport Entry Pass (AEP) for his staff, to be issued by BCAS through AAI. The tenderer is responsible for arranging Police verification certificates/AEPs for his staff and security clearance for his agency as stipulated by BCAS. No extra amount shall be paid on this account.

4. This notice of Tender and associated documents & correspondences shall form part of agreement of the contract.

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CHECKLIST

Name of Work: Job contract for hiring of 02 nos. Paramedical Staff at MADURAI Airport.

Ref No.	Qualifying Criterion	Particulars	Enclosure check list
1.	Scanned copy of Tender Fee		Copy of Tender fee paid status in CPP portal uploaded: Yes/No
2.	Unconditional acceptance of AAI's Tender condition (Annexure II)		Copy of duly signed form uploaded: Yes/No
3.	NSIC/MSME certificate (For Bids which claim exemption from tender fee)		Valid NSIC/MSME certificate uploaded (If Applicable): Yes/No
4.	Name and address of the firm/ Email Address & Telephone No.		
5.	Details of Registration of Firm/Contractor And undertaking as per the enclosed Pro forma		Copy of Registration Certificate and undertaking uploaded : YES/NO
6.	Whether experience from Govt. organizations or private clients?	Govt. Organization / Private Clients.	TDS certificate uploaded: YES/NO
7.	Permanent Account No. (PAN)		Signed scanned copy of PAN card uploaded. YES/NO
8.	GST Registration No. and GST undertaking (Pro forma enclosed)		Signed scanned copy uploaded YES / NO
9.	EPF Registration No.		Self –attested copy of EPF indicating validity date, name (office) and registration no. uploaded YES / NO

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10.	ESIC Registration No.		Self –attested copy of ESIC Indicating validity date, name(office) and registration number uploaded. YES / NO
11.	Undertaking against declaration of black listing/ debarring of firm (Pro forma Enclosed)		Signed scanned copy uploaded YES / NO
12.	Check List		Signed scanned copy uploaded YES / NO
13.	Submission of EMD		Scanned copy of Online payment of EMD uploaded Or Valid NSIC/MSME certificate & duly filled Annexure “MSME-III on Non-judicial Stamp paper of Rs.100/- filled YES / NO
14.	Unconditional acceptance of AAI tender conditions.		Digitally signed copy of document uploaded YES / NO
15.	Tender document		YES/NO
16.	Price/Financial e-bid		Uploaded BOQ file duly filled in required parameter.
17.	Details of any other information		

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TENDER DECLARATION

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

I/We hereby tender for the execution of the work specified for the Airports Authority of India within the time specified in Schedule and in accordance in all respects with the Rules and Directions Conditions of contract and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for Ninety (90) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

Further, if I/We fail to commence work as specified, I/We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

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

Date.....

Signature of Agency/Organization/Hospital

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Scope of Work:

The “Job contract for hiring 02 nos paramedical staff at Madurai Airport” includes assisting in works related to:-

- a) Breath Alcohol Analyzer test of officials as per regulatory requirement.
- b) Maintenance of related Records/Documents.
- c) Maintenance of Breathe Alcohol Analyzers.
- d) Creation of database related to Breathe Analyzing reports.
- e) Maintenance of Files/ Registers.
- f) Typing letters/Correspondence.
- g) Other related works assigned to them as per the office requirement.

DGM(OPS)
For Airport Director
AAI, Madurai Airport

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ANNEXURE-I

(To be submitted in Cover-I)

To,
The Airport Director
Airports Authority of India,
Madurai Airport.

E-Tender id:-

Sir

UNCONDITIONAL ACCEPTANCE OF AAI'S TENDER CONDITIONS

The tender documents for the work “**JOB CONTRACT FOR HIRING OF 02 NOS. PARAMEDICAL STAFF TO CARRY OUT BA TEST AT MADURAI AIRPORT**” have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of Airport Director, AAI, MADURAI Airport. Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.

1. I/We hereby unconditionally accept(s) the tender conditions of AAI tender documents in it's entirety for the above work.
2. The contents of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provision of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected.
3. That, I/We declare that I / We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I will immediately report it to the Appropriate Authority in AAI.

Yours faithfully

(Signature of the tenderer)

Date:

With rubber stamp

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**(TO BE SUBMITTED BY
BIDDERS IN ENVELOPE – I ON
THEIR LETTER HEAD)**

UNDERTAKING

I/We,(Name of the company/firm) hereby undertake that in case the Registration Certificate No..... dated. issued by (Name of the Department) submitted by me/us, is found to be forged/false at any stage, I/We maybe debarred from AAI for taking participation in all future AAI works & any other suitable action may be taken against our company/firm as deemed fit by AAI

Signature of Director / Proprietor of the company/firm

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(TO BE SUBMITTED BY BIDDERS IN ENVELOPE –I ON THEIR LETTER HEAD) UNDERTAKING FOR REGISTERED UNDER GST AND COMPLIANT OF GST PROVISION

I/We _____(Name of company/Firm)_____ hereby undertakes that We are registered under GST and complying the GST provision. In case of non-compliance of GST provisions and blockage of any input credit, we (the bidder) shall be held responsible to indemnify AAI.

Name & Signature of contractor/Firm

(With official rubber stamp)

Date:

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Declaration regarding black listing/ debarring of firm
(To be executed in Rs. 100/- Non-Judicial Stamp Paper Duly Notarized)

Name of Work: **Job contract for hiring of 02 nos. Paramedical Staff at Madurai Airport.**

I, (_____), age _____ years S/o _____ proprietor/Managing
Partner/ Managing Director of M/s _____ having address
_____ do hereby solemnly affirm and state as follows:

- (1) I/we are 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 proposal. Our firm understand that in case above is discovered during tendering stage and/or at later stage, our firm shall be liable for being debarred from bidding in AAI, forfeiture of security deposit apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.
- (2) I/we are not facing any action of any act with AAI.
- (3) I/we are not having any dues to be paid to AAI (disputed or undisputed).
- (4) I/we are not having established business with AAI in any other company name which has any outstanding dues of AAI.

Date:

(Signature of the Contractor)
With rubber-stamp.

(Notary)

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GENERAL CONDITIONS OF CONTRACT

1. Tenders are invited by Airport Director, Airports Authority of India, Madurai Airport for the work as mentioned.
2. The tender shall be in the prescribed Form.
3. Tender are invited on the basis of two envelopes system as detailed in NIT.
4. A contractor shall not submit more than one tender.
5. No two or more concerns/firms in which an individual is interested as Proprietor and/or Partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.
6. The Airport Director shall be the Accepting officer herein after referred to as such for the purpose of this contract. Submission of a tender by a tender implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
7. All rates shall be quoted in Price Bid only of the tender form. (Enclosed)
8. In this tender, only rates quoted shall be considered. Any tender containing percentage below/above the rate quoted is liable to be rejected.
9. Tenders shall be received by the Accepting authority up to the date and time as mentioned in **Critical data sheet** and shall be opened on the date and time as mentioned in Critical date.
10. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering and lowest evaluated bid in technically are commonly conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
11. A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any major modifications.
12. A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms and conditions of the tender, which are not acceptable to AAI, shall also be treated as a major modification.

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13. A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instruction from Airports Authority of India.
15. 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.
16. This tender document shall form part of the contract document/agreement.
17. All the tenderers must indicate the capacity & authority of the individual signing tender.
18. **As the site of the work is in the restricted area, the contractor is required to obtain Biometric AEP (BAEP) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through AAI. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract.** Any other formalities as applicable/ enforced from time to time shall be complied with at no extra cost to AAI. No claim whatsoever on this shall be allowed. Incidental expenses incurred towards PIC shall be borne by the contractor. Contractor must submit police verification certificate of his firm situated, by local SP office & copy must be submitted within 30 days from the date of contract award.
19. The contract of the successful bidder shall be terminated if he does not fulfil any of the following conditions:
 - i. Undertaking the work within 15 days of the receipt of the letter awarding the contract.
 - ii. Execution of the agreement within 30 days of the receipt of the letter awarding the contract.
 - iii. The tenderer whose tender is accepted at the time of making any payment to him for work done under his contract shall permit AAI to deduct a sum amounting to 10% of Gross Amount of the monthly bills towards the security deposit till the sum so deducted equals to 10% of the awarded amount in addition to the EMD. Security deposit will also be accepted in the form of DD/Bank Guarantee of Nationalized Bank in accordance with the prescribed form provided confirmatory advice is enclosed.
20. At the stipulated time of opening of technical evaluation, the offers from those tenderers who are unable to unconditionally accept AAI's tender conditions will be rejected and financial evaluation containing tender document price bid shall not be opened.
21. Once the tenderer has given unconditional acceptance to AAI's tender condition in its entirety, they are not permitted to put any remarks / conditions (except unconditional rebate on quoted rates).
22. In cases the conditions mentioned above is found violated after opening the financial bid, the tender shall be summarily rejected. AAI shall without prejudice to any other remedy, be at liberty to execute the undertaking as per Annexure III
23. This notice shall form part of the contract document. The successful tenderer or contractor on acceptance of his tender by accepting authority shall within 30 days from the stipulated date of start of

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work, sign the contract agreement consisting of Notice Inviting of Tenders, General Conditions of the contract and Special Conditions of the contract as issued at the time of invitation of tender and acceptance thereof together with any correspondence thereto.

24. The contract agreement shall be executed on a non-judicial stamp paper of Rs100/-and the cost of the same shall be borne by the contractor.
25. The contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his employees and keep AAI indemnified from any compensation / liability.
26. Damage to the equipment's of AAI due to the negligence of the contractor's workers shall be repaired at the contractors cost and shall be recovered from the dues payable
27. The acceptance of the tenders will rest with the competent authority which does not bind itself to accept any tender and reserves to itself the right to reject any or all of the tenders without assigning any reason.
28. The work force deployed for this job contract shall be regular employee of the contractor. The contractor shall be responsible for the recruitment, retainment and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.
29. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.
30. The Contractor shall comply with the requirements of all standard Health Clauses including those given below: -
The Contractor shall notify to Airport Director whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Director may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary. The expense towards medical examination has to be borne by the contractor.
31. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arouses then Contractor shall be liable to borne for the expenses and result of such litigation.
32. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any damage to such properties. He shall make good, at his cost and to the satisfaction of the Officer – In- Charge, any damage to AAI property or public or private property whatsoever caused thereon by the contractor.

DGM(OPS)
For Airport Director
Madurai Airport

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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 working hours shall be either in Two (02) shifts. (Morning & Afternoon) or in general duties of 8 hours" duration or as decided by the Airport Director or his authorized representatives. However, if there is any requirement for third shift operations, the contract will be amended accordingly and the payment will be made on pro-rata basis.
3. 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 Airport Director or his authorized representatives.
4. The price quoted shall be inclusive of Labour Cess, all applicable taxes & contractor profit, minimum wages, etc. for the contract period excluding **GST, PF/ ESI contribution of employer, Bonus**. If increase in minimum wages comes more than the existing minimum wages rate during 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. GST applicable is payable as per rule.

The current rate of minimum wages (w.e.f. 01.04.2022) is given below for reference: -

Highly Skilled -Rs 902/- per day

Manpower Deployment Schedule

Sl. No.	Manpower Requirement	Grade	Qty	Working Day in a week
1	Paramedical Staff	Highly Skilled	2	7 Day

The shift timing will be decided by APD or his authorized representative. Above worker quantity mentioned in is excluding leave vacancy.

5. The contractor has to ensure that in any case the wages paid to the workers should not be less than minimum wages 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.
7. Applicable GST as per rule shall be reimbursed basis of submission of original GST invoice.

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8. Contractor shall have to employ worker for operation and other work as mentioned in scope of work.
9. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account. No. & ESI Registration number within one month from award of work.
10. Before deploying the worker, contractor shall submit declaration form duly signed by worker and counter signed by employer along with qualification certificate, experience certificate if any, police verification, Address proof, Identity proof and photo etc. has to be submitted to Airport Director for verification.
11. Contractor's worker should obtain the necessary entry pass from the competent authority before engaging on work at their own cost. It is the responsibility of contractor to obtain such passes from competent authority as per AAI policy. However, AAI will assist them in the term of issue of letter if required. Nothing shall be paid extra on this effect.
12. No duty shall go vacant, if any of the workers 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.
13. The contractor shall provide copies of PF & ESI challans 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 within the due date, AAI reserves the right to recovery/ withhold @ 26% & 6% against PF & ESI respectively from the running account bill/ final bills.
14. All services shall be performed by persons qualified and skilled in performing such services.
15. **The persons who will be employed as Paramedical Staff by contractor/suppliers must have following minimum qualifications and attributes.**
 - I. **Holding BSc. (Nursing)/ Diploma (Nursing) from recognized university with State/ Central Government Nursing Council registration**
16. The contractor shall be responsible for the following points during period of contract: -
 - i. **All the Payment is to be made to the workers by A/c Payee Cheque / RTGS / NEFT only.**
 - ii. The contractor should submit a details statement of wages paid to employees before 10th of every month.
 - iii. The contractor has to maintain the wage register for his employees and has to be produced for Verification of principal employer (AAI) as and when required.

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- iv. P.F. Contribution for total manpower @ 12% per year (or as decided from time to time) for each worker on **actual wagespaid excluding Overtime.**
- v. E.S.I.C. / Accident cum Mediclaim Policy Premium for total manpower @ 3.25% per year (or as decided from time to time) for each worker.
- vi. Bonus for total manpower @ 8.33% per year (or as decided from time to time) for each worker.

Payment will be made to the contractor after submitting the following documents each month.

- a. Wage Register.
- b. EPF/ ESIC copies along with details of PF/ ESIC contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challans submitted.

17. The following penalties will be imposed on the Contractor for the breach of any of the following conditions of the contract.

Sr. No.	Type of work / quantity	Penalty
1	Late Reporting of personnel	Rs.200/- per person
3	Leaving duty place / absents without permissions	Minimum wages + Rs.100 per day per person
4	Not behaving properly while on duty.	Rs.1000/- per person

18. TERMS OF PAYMENT: -

The Running payments for the work done shall be released Monthly by AAI only after salary payments to all workers & submitting the proof of disbursement and deducting the applicable taxes. The Security Deposit @ 10% shall be deducted from the running bills, which shall be released after successful completion of Defects Liability Period.

The following documents as applicable shall be produced and self-attested photo copy shall be submitted by the contractor during each running bills: -

- i. Monthly Challans of E.P.F. and E.S.I. deposits up to previous month.
- ii. Wages register signed by workers of each month.
- iii. Bonus details received and signed by workers.
- iv. Attendance registers.
- v. Bank statement

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19. PAYMENT OF WAGES: -

- 19.1 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 State / Central Govt. The contractor shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation and Abolition) Act. Minimum Wages Act 1948, Gratuity Act, Employees Provident Fund Act., Industrial Dispute Act, Bonus Act and other industrial enactments 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.
- 19.2 The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages Act 1948, workmen's compensations Act 1923, employee liability Act 1938, industrial dispute Act 1947, maternity benefit Act 1961, Bonus Act and the contractor's labour (Regulation and abolition) Act 1970 or modification thereof or any other laws relating thereto and the rule made there under from time to time.
- 19.3 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 produce necessary manpower provided to AAI issued by appropriate Government Authority and voucher for proof of payment made to appropriate authority in respect of EPF, ESI 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.
- 19.4 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.
- 19.5 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.
- 19.6 At any point of time during currency of contract awarded to the successful firms , the rate quoted by contractor Job Work and payment Wages to their worker including VDA and approved by AAI falls lower than minimum wage including VDA declared by local 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 excluding contractor service charge) to the Airport Director O/O the Airport Director, Madurai. Contractor has to ensure payment of minimum wage to manpower provided to AAI for Job Work and related statutory contributions (ESI, EPF) by AAI and contribution by each person & deposition with appropriate Government Authorities as per prevailing laws during currency of contract.

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19.7 On award and commencement of contract within one month, contractor has to submit an affidavit on non-judicial stamp paper before officer concerned that they are fully observing the Minimum Wage Act, 1948, payment of minimum wages to labor, 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.

20. COMPLIANCE OF VARIOUS ACTS ON LABOUR:

- 20.1 Payment through bank A/c is mandatory hence the monthly wages to all employees deployed at site should disburse through bank and to the respective employees account. The contractor is required to submit bank A/c, EPF, ESI individual code no. to the competent authority or AAI representative within one month from the date of issue of work order.**
- 20.2 EPF and ESI amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence. The quoted rate should not include labour components of PF, ESI, Bonus as per the prevalent Govt. guidelines. All the payment (PF, ESI, Bonus) will be reimburse on production of documentary evidence/proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities. If any additional statutory taxes by the state Govt. Will be reimbursed on production of documentary evidence of payment to statutory, regulatory authority duly certified by In-charge.**
- 20.3 No escalation on items is applicable. However, agency will be entitled to get reimbursement of hike in minimum wages, PF, ESI contribution on production of documentary evidence.
- 20.4 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.
- 20.5 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-II**.**

21. RECORDS:

The contractor shall keep and maintain any and all records as are 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. 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,

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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.

22. 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. Furthermore; the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.
23. 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, the Authority shall intimate to the agency who shall attend the complaints promptly.
24. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.
25. Agency/contractor shall arrange for police verification of character & antecedents, Airport Entry Passes to be provided at Agency/Contractor Cost.
26. Contractor shall provide the photo identity card to all his employees, indicating name, designation.
27. 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 concerned as per advice of the AAI.
28. **ARBITRATOR:** -All disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof shall be settled by arbitration for which Arbitrator will be appointed by AAI. The applicable law shall be the laws of India in force. The jurisdiction settles any dispute regarding this contract shall be within Madurai Courts only.
29. **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, AAI-SR

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- (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.

30. TERMINATION OF CONTRACT: -

31.1 Without prejudice to the right of termination provided under the Terms & Condition or without prejudice to any other remedy available to the contract in this behalf, the AAI may terminate the contract at any time on giving the contractor not less than one month’s 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, Madurai Airport shall be the sole judge.

31.2 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment’s, materials or facilities or for any loss in the profit or anticipated profit of the contractor.

31.3 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 outright termination of the contract and the contractor shall not be entitled to any compensation from the whatsoever.

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

35. AGREEMENT - The NIT, Scope of work, specification, General Condition of Contract, General terms and conditions as specified above and the work order placed on successful tenderer shall form the part of the agreement to be made with the AAI.

ANNEXURE- II

AFFIDAVIT

(To be executed in RS. 100 / - Non Judicial Stamp Paper Duly Notarized)

I, (_____),

Age _____ years S/o _____

Proprietor / Managing Partner / Managing Director of M/s

Having address

Do hereby solemnly affirm and state as follows;

I am competent to swear this affidavit on behalf of

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

Date:

(Signature of the Contractor)
With rubber-stamp.

(Notary)

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ANNEXURE “MSME-III”

(To be submitted in Non-Judicial Stamp Paper value of Rs.100/- and to be uploaded in Technical folder)

Declaration (For MSE Units Only)

I, on behalf of M/s. _____ in the capacity of _____ (Position) hereby declare that

1. Our MSE Unit(s) is/are availing benefits extended by MSME, Government of India to Micro and Small Enterprises (MSEs) for the work of invited vide Bid Number
2. Our MSE Unit(s) has/have not been awarded any work/ Supply under MSME benefit during the current financial year.

OR

Our MSE Unit(s) has/have been awarded work / supply for a total value of Rs. (Rupees only) under MSME benefits as on date and same work(s) /Supply is/are “In hand (Progress)/Incomplete” during the current financial year. Further We confirm that the value of work/supply is /are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the “Monetary Limit” mentioned in NSIC Certificate.

3. Our firm is participating in this tender under “MSE Unit” or “Open Bidder”.

Signature with Company Seal

Attested by Notary public

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

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: AIRPORTS AUTHORITY OF INDIA

Name of Work: Job Contract for Hiring of 02 Nos. Paramedical Staff at Madurai Airport

Contract No: 2023_AAI_144549_1

Name of the Bidder/ Bidding Firm / Company :						
<p>PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) Please Note: 1) Tenderer should quote the rates Excluding of GST. 2) GST shall be paid to bidder for taxable services/supply against a valid tax invoice.</p>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Job Contract for Hiring of 02 Nos. Paramedical Staff at Madurai Airport Cost of Twenty Four Months (as per NIT) (Excluding ESI, EPF, GST and Bonus)	24	Month		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		