



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

निदेशक विमानपत्तन का कार्यालय
OFFICE OF THE AIRPORT DIRECTOR

श्री गुरु राम दास जी अन्तर्राष्ट्रीय हवाई अड्डा, अमृतसर
SHRI GURU RAM DAS JI INTERNATIONAL AIRPORT, AMRITSAR

तकनीकी अनुभाग
TECHNICAL SECTION

स्कोप ऑफ वर्क दस्तावेज

SCOPE OF WORK & JOB DESCRIPTION DOCUMENT

(No. AAI/ASR/Tech/GeM Tender (Manpower)/2021/01)

Bid No.: GEM/2021/B/1293224

कार्य का नाम: श्री गुरु राम दास जी अंतर्राष्ट्रीय हवाई अड्डा, अमृतसर पर 1 जे सी बी ऑपरेटर, 15 नं. वाहन चालक, भाविप्रा के विभिन्न प्रकार के वाहनों की ड्राइविंग हेतु एवं 04 नं. मैकेनिक, जॉब कार्य हेतु उपलब्ध कराने के लिए (02 वर्षों के लिए 2021-23)।

NAME OF WORK: PROVIDING MANPOWER - 1 NO. JCB OPERATOR, 15 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. MECHANIC FOR JOB WORK AT SGRDJ INTERNATIONAL AIRPORT, AMRITSAR (FOR 02 YEARS 2021-23).

भारतीय विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA

NAME OF WORK: - “PROVIDING MANPOWER - 1 NO. JCB OPERATOR, 15 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. MECHANIC FOR JOB WORK AT SGRDJ INTERNATIONAL AIRPORT, AMRITSAR (FOR 02 YEARS 2021-23)”.

TABLE OF CONTENTS

SL.NO.	DESCRIPTION	PAGE NO.
01	Section - A : General Information and guidelines (GIG)	03-08
02	Section – B : Conditions of Contract	09-10
03	Section – C : Special conditions of Contract	11-20
04	Unconditional Letter of Acceptance (Annexure-I)	21-21
05	Undertaking Regarding Criminal Cases (Annexure-II)	22-22
06	Letter of Undertaking from the Depositor to Bank (Annexure-III)	23-23
07	Performa for Bank Guarantee for SD (Annexure-IV)	24-24
08	Affidavit regarding payment of minimum wages (Annexure-V)	25-25
09	Earnest Money (EMD) Declaration (Annexure – VI)	26-26
10	Undertaking regarding debar/blacklist (Annexure VII)	27-27

This is to certify that, this tender document contains total pages 27 Nos. (Twenty Seven Only).

AIRPORTS AUTHORITY OF INDIA

SECTION – A: GENERAL INFORMATION AND GUIDELINES (GIG)

1. PURPOSE AND SCOPE OF DOCUMENT:

“**PROVIDING MANPOWER - 1 NO. JCB OPERATOR, 15 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. MECHANIC FOR JOB WORK AT SGRDJ INTERNATIONAL AIRPORT, AMRITSAR (FOR 02 YEARS 2021-23)**” at an estimated cost of **Rs. 1,52,49,252.00 (with GST)** with period of completion as 24 months under given below details: -

- (a) 15 Nos. Drivers (Skilled) for operating/driving of AAI vehicles at SGRDJ International Airport, Amritsar for 6 days in a week.
- (b) 04 Nos. Mechanic (Skilled) for maintenance of AAI vehicles and equipment at SGRDJ International Airport, Amritsar for 6 days in a week.
- (c) 01 No. JCB operator (Highly Skilled) for operating/driving of AAI vehicles at SGRDJ International Airport, Amritsar for 6 days in a week.

Note:

The contract period shall be for Twenty-Four 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. 30.50 Lakhs (with GST)** or Two works each of **Rs. 38.12 Lakhs (with GST)** or One work of **Rs. 61.00 Lakhs (with GST)** 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. 22.87 Lakhs (with GST)** 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 “PROVIDING MANPOWER - 1 NO. JCB OPERATOR, 15 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. MECHANIC FOR JOB WORK AT SGRDJ INTERNATIONAL AIRPORT, AMRITSAR (FOR 02 YEARS 2021-23)”
5. Following department of AAI will be carrying out the tender processing through **GeM portal**.

Department	Tender Details	Earnest Money Deposit (EMD)
Airports Authority of India, SGRDJ International Airport, Amritsar (Punjab) 143101, Technical Section.	Tender for “PROVIDING MANPOWER - 1 NO. JCB OPERATOR, 15 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. MECHANIC FOR JOB WORK AT SGRDJ INTERNATIONAL AIRPORT, AMRITSAR (FOR 02 YEARS 2021-23)”	Exempted. However, earnest Money declaration is to be submitted on letter head as per Annexure-VI.

6. **Bid Document:**

- 6.1 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.

- 6.2 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.

7. **Clarifications of Bid Documents:**

- 7.1 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.

8. **Period of Validity of Bids:**

The Bids shall remain valid for **60 days** from end 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.

9. **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:

- 10 If any document submitted in 'Pre Qualification cum Technical Bid' is found to be false or fabricated, black listing of the bidder as per AAI norms may be carried out.
- 11 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.

12 Composition of Bids and General Guidelines for bid process:

- 12.1 The Pre-qualification cum Technical 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.
- 12.2 The clarifications, particulars, if any, required from the bidders, will be obtained through query provision available in GeM Portal.

13. Pre-Qualification cum Technical Bid Submission:

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

- (i) Copy of GST Registration Number (GSTIN) of the Tenderer.
- (ii) Copy of the **Earnest Money Deposit (EMD) declaration** as per Annexure-VI.
- (iii) Documentary proof of providing manpower to user agency.
- (iv) Satisfactory Performance Certificate from any one of the user agencies.
- (v) Photo copy of duly audited by Chartered Accountant Annual Reports/Balance Sheets/ Profit & Loss Accounts, for previous three financial years.
- (vi) Photo copy of Registration Certificate of PF and ESI issued by appropriate government authority or **undertaking**.
- (vii) Unconditional Acceptance of AAI's Terms & Conditions, as per enclosed Performa as per Annexure-I (i.e. declaration by Tenderer).
- (viii) 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.
- (ix) Affidavit payment of minimum wage on Rs. 100/- Non judicial stamp paper. (Annexure- V)
- (x) Undertaking of debar & black list on Rs. 100/- Non judicial stamp paper. (Annexure- VII)
- (xi) **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”.

14. Financial Bid:

- 14.1 Currency of quote shall be Indian Rupees.
- 14.2 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.
- 14.3 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.
- 14.4 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**.
- 14.5 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.

15 Evaluation of Pre qualification cum Technical Bids:

- 15.1 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 GIG Section-A. For this purpose the documents submitted by the bidders as required in clause 13 shall be scrutinized to ascertain whether these documents are in order and meet the requirement of AAI.
- 15.2 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 based on the information available.
- 15.3 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.
- 15.4 AAI shall evaluate the bids to determine whether they are complete, the documents have been properly signed and the bids are in order.
- 15.5 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.
- 15.6 The tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.

16. Opening of the Financial Bids:

- 16.1 Financial Bids of those bidders who qualify in Pre Qualification cum Technical bid evaluation shall be opened by AAI.
- 16.2 No correspondences/ representations shall be entertained from the bidders after opening of Financial Bid of the Tender on tendering process.

17. Evaluation of Financial bids:

- 17.1 The tenders shall be compared based on prices quoted by the bidders for providing manpower.
- 17.2 AAI's decision in the evaluation process shall be final and binding on all Bidders.

18 Award of contract:

- 18.1 The acceptance of the tender shall be intimated to the successful bidder(s) by AAI through Fax/ letter/telephone/ e- mail etc.
- 18.2 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 Technical Bid, he will be asked to provide it through short fall documents folder in GeM portal. The bidder shall upload the requisite clarification/documents with in time specified by AAI, failing which tender will be liable for rejection.

- 19 Consortium/Joint Venture companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
20. 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.

CHECK LIST**(To be submitted by applicants in Technical Bid).**

NAME OF WORK: "PROVIDING MANPOWER - 1 NO. JCB OPERATOR, 15 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. MECHANIC FOR JOB WORK AT SGRDJ INTERNATIONAL AIRPORT, AMRITSAR (FOR 02 YEARS 2021-23)"

1. Ref No.	2. Qualifying Criteria	3. Particulars	4. Enclosure Check List (Enclosed)
01.	GST Registration no. (Copy & undertaking)		YES/NO
02.	PAN number (Copy)		YES/NO
03.	Documentary proof of providing Manpower to user agency as per NIT. (i) Three works of each of (Rs. 61.00 Lakhs) OR (ii) Two works of each of (Rs. 76.24 Lakhs) OR (iii) One work of each of (Rs. 122.00 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
04.	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
05.	Satisfactory Performance Certificate from any one of the user agency	Name of organization----- Period of Execution----- Amount Rs.-----	YES/NO
06.	TURNOVER: Annualized average financial turnover of Rs. 22.87 lakhs in Indian rupees during last three financial years (ending on 31 st March of previous financial year).	Year INR (in Lacs) F.Y. 2018-19 Rs.----- F.Y. 2019-20 Rs.----- F.Y. 2020-21 Rs.----- Average:	Proof of turn over enclosed (Abridged balance sheet & profit & loss A/C) YES/NO

07.	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
08.	Photo copy of Valid Labour License Certificate from Appropriate Authority (if applicable)		Photo copy of all documents enclosed YES/NO
9.	Unconditional acceptance (Annexure-I)		On Firms letter Head (Enclosed) YES/NO
10.	Undertaking for Criminal cases (Annexure-II)		On Firms letter head (Enclosed) YES/NO
11.	Affidavit payment of minimum wage on Rs. 100/- Non judicial stamp paper. (Annexure - V)		Submitted. YES/NO
12.	Undertaking regarding Debarred/blacklist on Rs. 100/- Non judicial stamp paper. (Annexure - VII)		Enclosed. YES/NO
13.	Declaration for EMD (Annexure - VI)		Enclosed. YES/NO
14.	Declaration for relatives (On Firms letter head)		On Firms letter head (Enclosed) YES/NO

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 firm may be debarred / blacklisted.

Place:

Date:

Signature with Stamp
Authorized Signatory of the Firm/Contractor

भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

SECTION –B: GENERAL CONDITIONS OF CONTRACT (GCC)

1. इस दस्तावेज की समरी में दर्शाये गये कार्यों हेतु अध्यक्ष, भारतीय विमानपत्तन प्राधिकरण की ओर से निविदाएं आमंत्रित की जाती हैं।
Tenders are invited on behalf of the Chairman, Airports Authority of India for the work as mentioned in the summary of tender document.
2. निविदा निर्धारित प्रपत्र में भरी होनी चाहिए।
The Tender shall be in the prescribed form.
3. एक ठेकेदार द्वारा समान कार्य के लिए एक से अधिक निविदा नहीं भरी जानी चाहिए।
A Contractor shall not submit more than one Tender.
4. दो या दो से अधिक प्रतिष्ठानों का कोई व्यक्ति स्वामित्व या साझेदार के रूप में उसी काम के निष्पादन में रुचि रखता है और निविदाएं भरता है तो ऐसी सारी निविदाएं निरस्त कर दी जायेंगी।
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.
5. निदेशक विमानपत्तन, भारतीय विमानपत्तन प्राधिकरण, अमृतसर अन्तर्राष्ट्रीय हवाई अड्डा ही निविदा स्वीकार करने वाले अधिकारी होंगे और आगे इस अनुबंध के बाबत उन्ही से पत्राचार किया जायेगा।
The Airport Director, Airports Authority of India, SGRDJ International Airports Amritsar, shall be the Accepting Officer herein after referred to as such for this contract.
6. निविदाकर्ता द्वारा निविदा प्रस्तुत किए जाने का आशय यह होगा कि उसने इस सूचना एवं निविदा के सभी दस्तावेजों को पढ़ लिया है और किये जाने वाले कार्यों के क्षेत्र और विषिष्टियों, षर्तों, स्थानीय दशाओं एवं विषिष्ट कार्य निष्पादन की प्रकृति एवं वहन किये जाने वाले अन्य पहलुओं की उसे जानकारी है।
Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
7. निविदा स्वीकार करने वाला सक्षम प्राधिकारी संविदा देने की सूचना लिखित रूप में सफल बोलीकर्ता को देंगे। सफल बोलीकर्ता के साथ लिखित में संविदा करेंगे। सामान्यतः तकनीकी रूप एवं उपयुक्त न्यूनतम दर उद्धृत करने वाले योग्य एवं संस्तुत निविदाकर्ता को ही कार्यादेश जारी किया जायेगा। इस संबंध में स्वीकार करने वाले प्राधिकारी ही मुख्य निर्णायक होंगे। स्वीकार करने वाले प्राधिकारी न्यूनतम दरें मंजूर करने या कोई भी निविदा या उनके निर्णय का कारण देने के लिए बाध्य नहीं हैं।
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.

8. एक अनुक्रियाशील निविदाकार वो है जो मूल्य संधारित करें प्रस्तुत करता है और निविदा की निबंधन एवं शर्तों एवं करार दस्तावेजों को बिना किसी मुख्य आषोधन के स्वीकार करता है ।
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.
- 8.1 निविदा दस्तावेजों और विषिष्टियों में अपेक्षित मुख्य आषोधन जो कि काम पूरा करने की अवधि, गुणवत्ता ,मात्रा को किसी प्रकार से प्रभावित करता है अथवा भारतीय विमानपत्तन प्राधिकरण के अधिकारों अथवा बोलीकर्ता के दायित्वों, जिम्मेदारियों को किसी प्रकार से सीमित करता है, निविदा की निबंधन एवं शर्तों में किसी प्रकार का आषोधन जो कि भारतीय विमानपत्तन प्राधिकरण को स्वीकार्य नहीं है को आषोधन करने के लिए मुख्य आषोधन माना जाएगा ।
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.
- 8.2 निविदाकार को अनुक्रियाशील बोली देनी चाहिए, ऐसा नहीं करने पर उसकी निविदा निरस्त किए जाने योग्य होगी ।
A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
9. निविदा स्वीकार हो जाने पर, निविदाकार या उसके प्रत्यायित प्रतिनिधि की जिम्मेदारी होगी कि वह भारतीय विमानपत्तन प्राधिकरण से आगे के निर्देश प्राप्त करे ।
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.
10. इस निविदा के संबंध में लगने वाले सभी कर निविदाकार द्वारा दिये जायेंगे, जिनकी कटौती स्रोत पर ही की जा सकती है । इस संबंध में भारतीय विमानपत्तन प्राधिकरण किसी भी प्रकार की दावेदारी पर विचार नहीं करेगा । ठेके की यह सूचना भी ठेका दस्तावेजों का एक हिस्सा होगी ।
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.
11. यह निविदा प्रपत्र करार दस्तावेज/एग्रीमेंट का भाग होगा ।
This document shall form part of the contract document/agreement.

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 Jt. General Manager (Ops./Tech.) or his successor.
3. The contractor should quote the rates very carefully considering current rates of minimum wages & 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 (Airport Entry Permit issued by BCAS) & ADP (Aerodrome Driving Permit issued by AAI) charges.
4. The price quoted shall be firm inclusive of minimum wages, uniform expenses, AEP/ADP charges, National Holidays, GST and contractor profit etc. for the contract period. 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. 01.04.2021) as prescribed by CLC for Class B city (Amritsar) is given below for reference: -

- | | | |
|-------------------|---|-------------------|
| a) Highly Skilled | - | Rs. 784/- per day |
| b) Skilled | - | Rs. 714/-per day |

5. The contractor must 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 (Amritsar) and to be paid up to seventh of every month.
6. As rates on GeM portal are inclusive of all, it is considered that price quoted shall be inclusive of EPF, ESI and Bonus and the same will not be reimbursed unless specified by GeM portal. ESI & EPF amount paid to the statutory authorities by the contractor shall be verified on basis of submission of documentary evidence i.e. copy of ECR with detailed statement of each manpower. If EPF/ ESIC contributions are not paid by the contractor, AAI reserves the right to withhold 26% for PF & 6% for ESI from total amount of bill for that particular month.
7. The contractor shall intimate PF and UAN 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.
9. **Acceptance of Abnormally low quoted bid (Capital & Revenue Expenditure Contract)**
Wherever the quoted amount of the lowest bidder is lower than the justified cost by more than 25% lowest bid can be termed as abnormally low quoted bid (**ALQB**). Processing of such bid shall be as follows:-
 - 9.1 The bid processing manager shall seek from lowest bidder, a Bank guarantee amounting to 10% of the difference between 75% of the justified cost and the cost quoted by the bidder. This bank guarantee shall be termed as Quality Protection Bank Guarantee (**QPBG**) and shall be over and

above the normal bank guarantee and shall be valid up to the completion of the work.

- 9.2 The lowest bidder to submit the QPBG within 10 days of issue of letter from bid manager.
- 9.3 On receipt of QPBG from the lowest bidder, the bid processing manager shall submit the case to the officer competent to accept the tender as per delegation of powers.
- 9.4 In case of percentage rate tenders QPBG shall be asked for 10% of the difference between 75% of the justified cost the corresponding cost worked out on the basis of percentage quoted by the lowest bidder.
- 9.5 The QPBG for any tender shall be as fixed amount as one time measure and will not vary at any stage during the currency of the work or contract.
- 9.6 The justified cost worked out by AAI shall be final and binding on the contractor.
- 9.7 In case of labour intensive ALQB like MESS, Annual maintenance contract for supply of labourers, Operation & Maintenance contract and other similar works, contractor shall transfer/deposit salary of the individual worker to their bank account which should be linked with AADHAR and a statement is to be submitted to AAI along with each running bill and final bill.
- 9.8 In case the lowest bidder fails to submit QPBG within stipulated time, as decided by Bid manager or contractor does not transfer/deposit salary of the individual worker to his/her bank account which should be linked with AADHAR and do not submit statement to AAI as the case may be the tender shall be rejected/foreclosed and EMD/SD collected till date shall be forfeited.
- 9.9 In case of non execution/completion of the work, QPBG and EMD/SD collected till date shall be forfeited.

अ. एम.टी.ड्राइवर:- संबंधित व्यक्ति दसवी पास होने के साथ उसके पास हल्के तथा भारी वाहन चलाने का चालू (वैद्य) ड्राइविंग लाइसेंस होना चाहिए। उसकी आयु 22-55 वर्ष के बीच होनी चाहिए। उसे ड्राइविंग वाहन की छोटी-मोटी खराबियों को ठीक करने, टायर के प्रेशर, लूब्रिकेशन ऑयल, रेडियेटर कूलेंट आदि की दैनिक जाँच करने में दक्ष होना चाहिए। निदेशक विमानपत्तन या उनके प्रतिनिधि द्वारा अन्य सौंपे गए कार्य भी करने होंगे।

M.T.DRIVERS: The person must be 10th class pass and should hold a current driving license of light and heavy vehicles. He should be between 22-55 years of age group. He should be proficient in driving, minor maintenance of the vehicles, daily check of tyre pressure, lubrication oil and radiator coolant etc. He should also perform the duties as and when assigned by the Airport Director or his representative.

ब. ट्रैक्टर ड्राइवर:- जे सी बी ड्राइवर दसवीं पास होने के साथ उसके पास जे सी बी चलाने, हल्के तथा भारी वाहन चलाने का वैद्य ड्राइविंग लाइसेंस होना चाहिए। उसकी आयु 22-55 वर्ष के बीच होनी चाहिए। उसे वाहन की छोटी-मोटी खराबियों को दूर करने तथा दैनिक जाँच करने की जानकारी होनी चाहिए। उसे प्रचालन क्षेत्र (Operational Area) में घास की कटाई व लेवलिंग के लिए ट्रैक्टर चलाना होगा तथा सुरक्षा नियमों (Safety rules) का अनुपालन करना होगा।

TRACTOR DRIVER: The JCB operator / driver must be 10th class pass and should also hold a current driving license for LMV, HMV and earth moving equipment (if applicable). He should be in the age group of 22-55 years. He should also know to rectify the minor repairs and should carry out daily routine checks. He will drive the tractor for grass cutting and levelling in the operational area. He should follow the safety rules of operational area.

स. मैकेनिक :- संबंधित व्यक्ति दसवीं पास और आई.टी.आई. होल्डर होने के साथ उसको वाहनों के रख-रखाव की जानकारी होनी चाहिए तथा उसे दैनिक रूटीन चैक करना होगा। उसकी आयु 22-55 वर्ष के बीच होनी चाहिए एवं हल्के तथा भारी वाहनों के रख-रखाव के लिए प्रयोग किए जाने वाले औजारों को संभालने एवं पहचानने में दक्ष होना चाहिए ताकि वह वरिष्ठ मैकेनिकों की सहायता कर सके। उसे वाहनों तथा कार्यशाला में औजारों/उपस्करों की सफाई भी करनी होगी।

MECHANIC:- The person must be 10th pass and ITI holder and should have working knowledge for maintenance of vehicles and should carry out daily routine checks. He should also be in the age group of 22-55 years. He should be proficient to recognizing and handling of tools used for maintenance of light and heavy vehicles to enable him to provide assistance to the Senior Mechanics. He should also carry out cleaning work of vehicles and workshop tools/equipments.

10. The contractor shall provide a list of contract Workers engaged for contract work along with their PF and UAN Account. No. & ESI Registration number within one month from award of work.
11. Before deploying the worker, contractor shall submit declaration form duly signed by worker and

- counter signed by employer along with his qualification certificate, experience certificate, police verification, Address proof, Identity proof and photo etc. to Manager (Technical) for verification.
12. The contractor must pay bonus @ 8.33% on actual payment to each worker which will be verified on submission of documentary evidence. In case of non-payment of Bonus by contractor, penalty will be levied as deemed fit by AAI.
 13. The Contractor must make extra payment for performing duties on all 03 National Holidays to each worker.
 14. The contractor must provide winter and summer uniform i/c shoes (preferably safety shoes) for all workers on duty. In case workers are found not wearing uniform, penalty @100/- per person/per day shall be imposed. The details of uniform shall be as under.
 - a) Two Pants and two Shirts for one year.
 - b) One number of full sleeve woollen Jersey for one year.
 - c) One pair of leather shoes (safety shoes for mechanic) with two pair of socks for one year.
 - d) One high visibility reflective Jacket (To be worn when working in Operational area).
 15. निविदाकार, एयरपोर्ट प्रवेश पत्र जो कि बीसीएस से जारी होगा, के लिए आवश्यक चरित्र प्रमाण पत्र एवं पुलिस सत्यापन का प्रबंध करेंगे तथा जो भी फीस आदि हो उनका भुगतान करेंगे। चालक का ड्राइविंग परमिट एवं एयरपोर्ट के प्रचालन क्षेत्र में वाहन प्रवेश परमिट का भी प्रबंध करेंगे तथा जो भी फीस आदि हो उनका भुगतान करेंगे ।
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.
 16. **The Security Program and 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.**
 17. 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 or as per GeM SLA wages and the contractor shall be fully responsible for any problems in operational duties due to absence of the worker.
 18. 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% for PF & 6% for ESI from total amount of bill for that particular month.
 19. **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.
 20. **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.

21. **निविदाकार, उनके रिप्रेजेंटेटिव, एजेंट एवं कर्मी :**

Contractor's Representatives, Agents and workmen:

- 21.1 इस संविदा के द्वारा दिए गए कार्य की वजह से संविदाकार के कार्मिकों के द्वारा तृतीय पार्टी अथवा केन्द्रीय प्राधिकारी अथवा किसी भी राजनीतिक उपसंभाग के द्वारा उठने वाले सभी दावों, मुकदमों अथवा कार्यवाही, कानूनों, विनियमों अथवा अपेक्षाओं का उल्लंघन निविदाकार के द्वारा किये जाने से भारतीय विमानपत्तन प्राधिकरण के विरुद्ध केन्द्रीय, राज्य सरकार अथवा स्थानीय प्राधिकारियों के द्वारा पेनल्टी लगायी जाती है तो उसकी देयता से होने वाली क्षति की पूर्ति और अपने को निरपराध साबित करने के लिए संविदाकार प्रतिवाद करेगा।
- 21.1 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.
- 21.2 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.

22. **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 Jt. General Manager (Ops./Tech.) or his successor in the office, informed of the said compliance with the bye- laws, payment made notices issued and received.

23. **PAYMENT:-**

- 23.1. 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:
- 23.1.1 Attendance of the Manpower provided to the AAI for Job Work/Services during the month.
- 23.1.2 Statement of payment made by contractor in previous month in respect of Manpower provided to AAI for Job Work/Services provided for Operation of Vehicles with regard to (a) Attendance (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.
- 23.1.3 Proof of ESI payment made in previous month to appropriate Government Authority (Copy of ECR) in respect of Manpower provided to AAI.
- 23.1.4 Proof of EPF payment made in previous month to appropriate Government Authority (Copy of ECR) in respect of Manpower provided to AAI.
- 23.1.5 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.
- 23.1.6 Payment to the Manpower deployed for Job work/Services for above said work by the contractor to be made on or before 7th of each month directly in the bank account of the manpower and bank statement showing salary deposited must be submitted every month along with bill.
- 23.1.7 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 (Amritsar). 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's bank account and not through any other agencies.
- 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 Jt. General Manager (Ops./Tech) O/O the Airport Director, Amritsar and the difference will be reimbursed to the contractor without any change in contractor profit. Contractor must 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 must 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 must 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 25% 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 Airside 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 (will be as below or as per GeM SLA whichever is higher):-

- 35.1 A penalty of Rs 200/- per day per occasion shall be made in addition to prorate 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. **संविदा समाप्ति**

38. **TERMINATION OF CONTRACT**

- 38.1 निविदाकार द्वारा किये गये कार्य की कुशलता अथवा गुणवत्ता असंतोषप्रद होने पर बिना किसी पूर्वाग्रह के जीसीसी के अधीन उपलब्ध समापन अधिकार अथवा इस संबंध में संविदा में उपलब्ध अन्य उपायों पर प्रतिकूल प्रभाव डाले बिना कोई भी पक्ष किसी भी समय संविदा को समाप्त कर सकता है जिसके लिए वह निविदाकार को लिखित नोटिस देगा जो कि एक माह से कम का नहीं होगा। इस संबंध में निदेशक विमानपत्तन, अमृतसर एयरपोर्ट को सम्पूर्ण अधिकार होंगे।
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, Amritsar Airport 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 संविदा के क्रियान्वयन की अवधि के दौरान किसी भी स्तर पर निविदाकार अथवा उसके कार्मिकों के विरुद्ध नैतिक अधमता में शामिल होने का कोई मामला न्यायालय में चलता है तो भारतीय विमानपत्तन प्राधिकरण को अनन्य एवं विशेष अधिकार होगा कि संविदा को तुरंत समाप्त कर दे और ऐसी स्थिति में ठेकेदार, किसी प्रकार की क्षतिपूर्ति प्राप्त करने का अधिकारी नहीं होगा।
- 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. बयाना राशि और जमानत राशि**39. EARNEST MONEY AND SECURITY DEPOSIT:**

- 39.1 निविदादाता द्वारा बयाना राशि हेतु डेक्लरेशन ऑनलाइन जमा करानी होगी, ऐसा नहीं करने पर प्राप्त टेंडर पर विचार नहीं करके उसे सीधा ही अस्वीकार कर दिया जाएगा।
- 39.1 The declaration for earnest money shall be submitted by the contractor in Technical bid, failing which the tender may not be considered and rejected outright.
- 39.2 **जमानत राशि :-** निविदादाता जिसकी निविदा स्वीकार कर ली जाती है उन्हें कार्यादेश जारी होने के 30 दिनों में कार्य आदेश राशि वार्षिक के 10% प्रथम एक लाख पर, 7.5% दूसरे एक लाख पर एवं 5% षेष वार्षिक कार्यादेश राशि के बराबर जमानत राशि जमा करानी होगी। जमानत राशि डिमाण्ड ड्राफ्ट या फिक्स डिपोजिट रिसिप्ट या बैंक गारण्टी के रूप में जमा करा सकते हैं यदि यह एक लाख से अधिक है जो कि अधिसूचित बैंको /राष्ट्रीयकृत बैंको द्वारा जारी (आर,बी,आई अनुसूची के आधार पर) के रूप में भारतीय विमानपत्तन प्राधिकरण, अमृतसर के पक्ष में जमा करनी होगी। भारतीय विमानपत्तन प्राधिकरण जमानत राशि पर कोई ब्याज नहीं देगा।
- 39.2 **Security deposit:** The contractor, whose tender is accepted, will be required to furnished security deposit for the due fulfilment of this contract, which will amount to a sum equal to @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, Amritsar drawn on a Nationalized /Scheduled Bank (As per RBI Schedule) having office in India and payable at Amritsar. No interest on security deposit is payable by AAI. OR The Security Deposit @ 10% shall be deducted from the running bills, which shall be released after successful completion of Defects Liability Period.
- 39.3 संविदा अवधि के समापन (टर्मिनेशन)/खत्म हो जाने के बाद भारतीय विमानपत्तन प्राधिकरण के पास जमा जमानत राशि को तीन माह की अवधि में निविदाकार को वापस कर दिया जाएगा बर्षर्त कि निविदाकार के नाम से बकाया राशि, यदि कोई हो, की वसूली हो जाती है।
- 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 (defects liability period) 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 Jt. General Manager (Ops./Tech.), AAI, SGRDJ Airport, Amritsar (Punjab) OR his successor in the office, about the date of PRE-DEPLOYMENT INSPECTION /PERFORMANCE 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 Jt. General Manager (Ops./Tech.) OR his designated person within the time frame as prescribed by him.

On the satisfactory inspection and acceptance of manpower by Jt. General Manager (Ops./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 fulfils 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 along with the replacement staff and the same will be allowed by Jt. General Manager (Ops./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. **नॉवेशन क्लॉज (NOVATION CLAUSE)** -The contract period is for Two years or the date of transfer of the airport under the PPP mode whichever is earlier. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever.

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.

निविदादाता का नाम एवं पूर्ण पता Name :-----

Signature of the Tenderer :-----

दिनांक Date :-----

मोहर Seal :-----

E-mail Address :-----

Annexure -I**UNCONDITIONAL ACCEPTANCE LETTER**
(TO BE SUBMITTED WITH TECHNICAL BID)

सेवामें , To,
निदेशक विमानपत्तन The Airport Director
भारतीय विमानपत्तन प्राधिकरण Airports Authority of India
अमृतसर एयरपोर्ट Amritsar Airport

ACCEPTANCE OF AAI'S TENDER CONDITIONS

Sir,

I/We have read and examined the following documents relating to the work of **“PROVIDING MANPOWER - 1 NO. JCB OPERATOR, 15 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA & 04 NOS. MECHANIC FOR JOB WORK AT SGRDJ INTERNATIONAL AIRPORT, AMRITSAR (FOR 02 YEARS 2021-23)”**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-----

Annxure-II**शपथ पत्र (UNDERTAKING)**

(On Company's Letter head)

मैं/हमप्रोपराईटर/पार्टनर.....मैसर्स
पूरा पताशपथपूर्वक घोषणा
 करता हूँ/ करते हैं कि मेरे/हमारे खिलाफ एंव मेरी/हमारी फर्म के खिलाफ कोई भी केस न्यायालय या
 पुलिस में नहीं चला है ।

मैं/हम वचन देते हैं कि मेरे/हमारे द्वारा कोई भी सूचना/दस्तावेज करार के समय या बाद में कभी भी झूठे
 पाये जाते हैं तो हमारा करार तुरन्त निरस्त कर नियमानुसार कानूनी कार्यवाही की जा सकती है ।

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

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

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

Dated.....

ANNEXURE -III

**LETTER OF UNDERTAKING FROM THE DEPOSITOR TO BANK TO BE
SUBMITTED ALONGWITH 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:

Annexure - IV

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 it remedies at one or at different times. Upon default of the contract, we agree to pay to the purchaser on demand and without demur the sum ofor any part thereof, upon presentation of a written statement by the purchaser that the amount of said demand represents damages due from the contractor to the purchaser by virtue of breach of performance by the contractor under the terms of the aforesaid contract.

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

It is mutually agreed that the purchaser shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said agreement or to extend the time for performance by the contractor, from time to time any of the powers exercisable by the purchaser against the contractor and either to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any variation of any extension being granted to the contractor or for any forbearance act or omission on the part of the purchaser or any indulgence by the purchaser to the contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have 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 before201.....irrespective of whether or not the original Guarantee is returned to us”.

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

Very truly yours,

Note to 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.

ANNEXURE- V

AFFIDAVIT

(To be executed in ` 1 0 0 / - 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)

Annexure –VI

Performa for Earnest Money (EMD) Declaration

(To be submitted by bidders in Technical on their letter head)

Whereas, I/we,(Name of the agency)..... have submitted bid for
.....(Name of Work).....

I/ We, hereby submit following declaration in lieu of submitting Earnest Money Declaration.

1. If, after opening of Tender , I/We, withdraw or modify my / our bid during the period of validity of Tender (including Extended validity of tender) specified in Tender Documents,

Or

2. If, After the award of work , I/We, fail to sign the contract , or to submit performance Guarantee before the deadline defined in Tender Documents,

I/We, shall be suspended for One Year and shall not be Eligible to Bid for AAI tenders from the Date of issue of suspension order.

Signature of contractor (s)

ANNEXURE –VII

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 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