



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3769632
Dated/दिनांक : 03-08-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-08-2023 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-08-2023 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Civil Aviation
Department Name/विभाग का नाम	Airports Authority Of India (aai)
Organisation Name/संगठन का नाम	Airports Authority Of India
Office Name/कार्यालय का नाम	Apd Amritsar
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Skilled; Non-IT Technical; operator console , Manpower Outsourcing Services - Minimum wage - Unskilled; Non-IT Technical; Attendant
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	30 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	8556019.55
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	17120

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	39

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लभार्थी :

AIRPORT DIRECTOR
Airports Authority of India (AAI), SGRDJI AMRITSAR AIRPORT, AMRITSAR -143101
(Vipin Kant Seth)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March

prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:as per ATC TERMS & CONDITION

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:as per ATC TERMS & CONDITION

Geographic Presence: Office registration certificate:as per ATC TERMS & CONDITION

Scope of work & Job description:[1690959528.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1690960074.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; Non-IT Technical; Operator Console (6)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Non-IT Technical
List of Profiles	operator console
Educational Qualification	Secondary School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	2 YEARS AND ABOVE
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	National Holiday

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Nidhi Verma	143101,AIRPORTS AUTHORITY OF INDIA, SGRDJ INTERNATIONAL AIRPORT, RAJASANSI, AMRITSAR (PUNJAB)	6	<ul style="list-style-type: none">• EDLI (INR per day) : 4.08• Bonus (INR per day) : 67.9728• EPF Admin Charge (INR per day) : 4.08• Optional Allowances 1 (INR per day) : 7.85• Optional Allowances 2 (INR per day) : 0• Optional Allowances 3 (INR per day) : 0• Minimum daily wage (INR) exclusive of GST : 816• Number of working days in a month : 26• Provident Fund (INR per day) : 97.92• ESI (INR per day) : 26.52• Tenure/ Duration of Employment (in months) : 36

Manpower Outsourcing Services - Minimum Wage - Unskilled; Non-IT Technical; Attendant (1)**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Non-IT Technical
List of Profiles	Attendant

Specification	Values
Educational Qualification	Secondary School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	National Holiday

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Nidhi Verma	143101,AIRPORTS AUTHORITY OF INDIA, SGRDJ INTERNATIONAL AIRPORT, RAJASANSI, AMRITSAR (PUNJAB)	1	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 616 • Bonus (INR per day) : 51.3128 • EDLI (INR per day) : 3.08 • EPF Admin Charge (INR per day) : 3.08 • Optional Allowances 1 (INR per day) : 5.923 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 20.02 • Number of working days in a month : 26 • Provident Fund (INR per day) : 73.92 • Tenure/ Duration of Employment (in months) : 36

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport

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SECTION-I **INSTRUCTIONS TO BIDDER**

1. **ELIGIBILITY CRITERIA:** Bidders shall have the below mentioned eligibility criteria and shall accordingly upload the following documents in PDF format:

1	Proof of EMD
2	All pages of GeM Bid, Additional terms and conditions including Corrigendum(s) (if any) signed and stamped
3	Undertaking regarding debarment/Blacklisting/Restraintment (As per Annexure 1)
4	Unconditional Acceptance Letter (As per Annexure-2)
5	Proof of GST/TIN Registration number
6	Proof of PAN card of firm/proprietor
7	Annualized Average Financial Turnover during last 03 financial years ending on 31 st March 2023 shall be at least 35% of estimated cost i.e. Rs. 30,00,000/-. As a proof, audited abridged Balance Sheet along with Profit & Loss Account shall be submitted.
8	Proof of Experience (including Completion Certificate issued by the customer) : Successful execution of orders in last seven years for similar nature of work in any reputed govt./private organization meeting any one of the following criteria: - one order of value more than or equivalent to 80% of the estimated cost i.e. Rs. 68,44,816, - two orders each of value more than or equivalent to 50% of the estimated cost 42,78,010, - three orders each of value more than or equivalent to 40% of the estimated cost i.e. Rs. 34,22,408,
9	Affidavit as per Annexure-3 towards payments of minimum wages to staff
10	Power of Attorney on stamp paper of Rs.100/- authorizing the designated executive to sign all documents on behalf of the Company or Firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm.

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2. **MODE OF SUBMISSION OF EMD AMOUNT:**

2.1 EMD (2% of contract value) should be submitted with online payment through RTGS/Internet banking in beneficiary name: Airports Authority of India

Account No. 37104542705

IFSC Code: SBIN 000 2455

Bank: State Bank of India

Branch: Air Cargo Complex, Raja Sansi, Amritsar

2.2 Bidder need to upload the proof of payment of EMD along with the bid.

2.3 No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.

3. **PERFORMANCE BANK GUARANTEE:**

3.1 The successful bidder shall submit Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 10% (Ten percent) of the total price to AAI in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank. The guarantee shall be submitted within 30 calendar days of award of the contract, and will be valid till 90 days beyond the period of contract.

- 3.2 In case successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from first running Bill.
- 3.3 The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.
- 3.4 The prospective successful bidder should submit PBG in accordance with the following bank details.

CORPORATE NAME	: AIRPORTS AUTHORITY OF INDIA
BANK NAME	: ICICI BANK
IFSC CODE	: ICIC0000007
BG ADVISING MESSAGE	: IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	: "AAIAMRITSAR" to be mentioned in field 7037 of the BG advising message code.

While submitting the documents to BG issuing bank, the vendor/ customer/concessionaire will also submit letter to the issuing bank as per the format mentioned in the Annexure-5 as enclosed. The Original BG document from the vendor will be accepted only if the vendor attaches copy of the SF MS BG confirmation message sent by the BG issuing bank to ICICI bank.

4. RIGHT TO ACCEPT / REJECT THE BIDS:

- 4.1 The right to accept the Bid in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest Bid and reserves to itself the authority to reject any or all the Bids received without assigning any reason whatsoever.
- 4.2 **If the bidder quotes 'Nil' profit or Loss, over the minimum wages and other statutory payments to the hired manpower, the bid shall be treated as unresponsive and will not be considered.**
- 4.3 Bids not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- 4.4 AAI reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and to do so hereby without incurring any liability to the affected bidder or bidders on the grounds for the AAI's action.
- 4.5 AAI also reserves the right at its sole discretion not to award any order under the tender, called.
- 4.6 AAI shall not pay any costs incurred in the preparation and submission of any Bid.
- 4.7 If the bidder gives wrong information in his Bid, AAI reserves the right to reject such Bid at any stage or to cancel the work order, if awarded, and blacklist the bidder.
- 4.8 The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations from the minimum requirements shall be rejected. However, specifications higher than the minimum requirements shall be technically acceptable without any additional financial implication.
- 4.9 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers / clarifications may be liable for rejection of their bids.

4.10 Successful bidder has to enter into an agreement with AAI as per **Annexure-4**. The tender terms & conditions, corrigendum (if any), technical queries & responses against them and the work order shall be part of this agreement.

5. The signing of the Contract on non-judicial stamp paper of Rs.100/- shall be completed within 15 working days of the acceptance of the Work Order. Cost of the stamp paper shall be borne by the bidder.

SECTION - II

GENERAL TERMS & CONDITIONS

1. Compliance:

Each page of the Tender document including GeM bid, corrigendum (if any) shall be duly signed with stamp by the bidder and duly complied of each and every condition of the Tender document.

2. Force Majeure:

- 2.1 AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractors' control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's company. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.
- 2.2 That within 10 days after the occurrence of a case of Force Majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time.
- 2.3 That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities
- 2.4 That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.
- 2.5 That the contractor proves that the delay occurred is not due to his own action or lack of action.
- 2.6 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

3. Settlement of Disputes:

- 3.1 If a dispute of any kind whatsoever arises between the AAI and the 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 repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Manager or his nominee, the matter in dispute shall, in first place be referred to the Jt.GM (CNS), AAI Amritsar. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism.
- 3.2 Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the Project Manager or his nominee unless and until the same shall be revised, as hereinafter provided, by the Dispute Resolution Mechanism or in an Arbitral Award.

4. Arbitration and Law:

- 4.1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 4.2 Indian laws shall govern this contract.

5. Termination for Default & Risk Purchase:

- 5.1. The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events
- 5.2. If the Contractor fails to perform any other obligation(s) under Contract.
- 5.3. If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.
- 5.4. As a penalty to the Contractor AAI shall en-cash Contract Performance Bank Guarantee. AAI in such

case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

6. Termination for Insolvency:

AAI may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAI. In the event of termination for penalty to the contractor Clause 5.4 shall be applicable.

7. Set Off:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by AAI to set off the same against any claim of AAI for payment of a sum of money arising out of this contract made by the Contractor with AAI.

SECTION - III

SPECIAL TERMS & CONDITIONS

1. The contract for provision of **06 Skilled and 01 Un-skilled manpower** for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport shall be awarded initially for a period of **Three years** which can be further extended for another one year on same terms and conditions by mutual consent of Airports Authority of India and the service provider.

2. Deployment of Staff:

2.1. Contractor will have to deploy eligible and experienced staff as follows; however, in case of any deviation in requisite criterion, the decision of Officer-In-Charge (CNS), AAI, Amritsar shall be final:

Skilled- (10+2) with 2-years OF experience on EPABX operation and knowledge of computer in office works.

Or

ITI (Computer/Electronics/Electronics & telecommunication /Instrumentation /Telephony /Electrical or equivalent) with 2-year experience in the EPABX/Telephone/Tele. Lines maintenance.

· Knowledge of Hindi, English and Punjabi language is desirable.

Un-skilled: - 12th Pass (nil experience)

· Knowledge of Hindi and Punjabi language is desirable.

2.2 Contractor will attract a penalty @ 0.5% of the monthly contract value for each day delay (other than defined in Force majeure clause) in deploying 07 manpower beyond 07 days from the acceptance of work order subject to maximum 10% of the contract value. This penalty amount shall be deducted from the contractor's first or subsequent bill as the case may be.

- 2.3 Deployed seven persons may have to perform the duty in shifts round the clock. They have to come on Weekly Off/Gazette holidays/odd office hours, if required due to any exigency for which nothing extra shall be paid by AAI.
- 2.4 Contractor shall provide Uniform to all 07-manpower deployed for operation of EPABX console & maintenance of Lines/Peripherals of EPABX i.e. 02 Shirts & 02 Pants, 01 pair of Shoes & 02 pair of socks in a year. If contractor fails to provide Uniform to all 07-manpower deployed for operation of EPABX console & maintenance of Lines/Peripherals of EPABX, cost of uniform of 07-manpower deployed will be recovered from the quarterly bill(s) of the firm shall be made by AAI.**
- 2.5 Daily attendance record of the deployed staff shall be maintained by the contractor at site and must be available to AAI for inspection at any time.
- 2.6 In case of absence, leave due to sickness of the deployed employee then the firm shall be liable to arrange a substitute employee failing which arrangement shall be made by the AAI and deduction on pro-rata basis from the quarterly bill(s) of the firm shall be made by AAI.
- 2.7 In case, any employee is deployed beyond the specified normal (48 hours/week or 8 hours/day) duty hours per week/per days, he/she shall be paid overtime by the contractor as per the latest applicable Labour laws/rules. Such overtime payment shall be reimbursed by AAI on production of appropriate bills/justification of deployment beyond normal hours.
- 2.8 The AAI shall not be responsible for any injury sustained by the workers employed by the firm/contractor during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. Furthermore, the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.
- 2.9 In case of unsatisfactory conduct, behavior etc. of any staff of the firm, the firm shall replace the concerned person as per advice of the AAI and firm shall deal the consequences of such misconduct, behavior etc. of their staff/employee.
- 2.10 AAI shall not entertain any claim from either contractor or his employee for regular employment /absorption in AAI.
- 2.11 The contractor shall apply in writing in advance of issue of necessary entry passes to the workmen engaged by him.

2.12 The submission of applications for temporary photo identity card (PICs)/AEP (Air port Entry Permit) in advance along with certificate of police verification etc. as per prevailing practice and regulations of BCAS will be the responsibility of the contractor. Any financial expenditure involved such as fees for PICs, photos, fees for police verification etc., if any, will be borne by the contractor.

2.13 The PICs /AEPs has to be revalidated in well advance to ensure that the employees are always in possession of their entry passes. No employee will be permitted in the terminal building, Operational area without valid PICs/ AEPs. Employee without valid PICs/AEPs will be considered as equivalent to absence of staff and necessary recovery will be made from the bills of contractor for this period.

2.14 The contractor and his employee shall abide by security regulations/ instructions issued by AAI, BCAS and police authorities time to time.

2.15 The contractor shall be fully responsible for the working of his staff.

2.16 As rates on GeM portal are inclusive of all Taxes, 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.

2.17 The contractor shall have to comply all the provision of Statutory Laws, Rules and Regulations of Government of India for the time being in force.

2.18 In case of default and/or not providing services to AAI as stipulated, **penalty will be charged @ Rs.500/- per day per workman in addition to salary of the workman of that day.** The decision of AAI in this respect shall be final and binding on the contractor. Part of the day will be considered as full day.

3. Payment Terms

3.1. Contractor shall pay bonus once in a year to all Seven workmen through bank transfer which shall be at least 8.33% of annual wage at the time of payment on pro-rata basis. Proof of this payment should be presented along with corresponding running account bill. The proof of payment for the balance amount of bonus on pro-rata basis from the last bonus paid till the expiry of contract should be submitted along with last running account bill for release of payment. If proof of payment of bonus is not submitted, 33.33% of the running account bill will be withheld.

3.2. Contractor shall pay National Holiday Allowance for all the three national holidays every year to all Seven workmen through bank transfer as per applicable wage

es on pro-rata basis and proof of this payment should be presented along with corresponding running account bill.

- 3.3. AAI will release the payment quarterly (as per approved rates) against company's original pre-receipted bill in duplicate along with proof of making payment (to the satisfaction of AAI management) to its deployed staff and subject to "Satisfactory services as per terms & conditions of contract.
- 3.4. Bills shall accompany clear copy of EPF & ESIC deposit challan for **contribution made towards EPF/ESI** as per applicable Govt. of India rules for employees engaged for this contract in AAI under self-certification with company seal.
- 3.5. AAI shall withhold any payment, if **the contractor fails to deposit wages, EPF, ESI etc. as per applicable rates** and proof to that effect has not been submitted regularly to AAI. Any arrear for EPF/ESI deposit along with current deposit in respect of employees engaged under this CONTRACT shall be completed before presenting the next running account bill. Failing to do so, AAI may stop payment of running account bill.
- 3.6. **If wages, PF, ESI etc. are revised by the Govt. of India, the same shall be paid to the firm subject to documentary evidence of their payment/challan copy.**
- 3.7. The insurance shall protect the contractor/contracting agency against all claims applicable for the workman's compensation act-1948. The contractor shall take necessary insurance cover for all persons deployed at sites even for short duration. AAI shall not entertain any claim arising out of mishap, if any that may take place during the performance of the contract.
- 3.8. **Group Insurance:** Contractor shall cover all of the workmen employed for this work under group insurance for a minimum claim of Rs. 1,00,000/- covered for unlimited incidents. Proof of this group insurance should be submitted along with first running account bill, otherwise payment of the bill may be withheld.
- 3.9. It shall be the responsibilities of the contractor for payment of minimum wages and other statutory benefits etc. to its employees and AAI may anytime to check/inspect the same.
4. The contractor shall be responsible for any damage caused to any equipment/building of AAI due to the negligence of the staff. The same shall be made good by the contractor at his cost.
5. In case AAI receive the information/complaint through any source/media, any employee is not paid the notified wages/allowances; AAI will deduct such payment either from Security Deposit or PBG or quarterly bill and directly make the payment to such employee, if contractor fails to justify his side.
6. In case AAI receive the information/complaint through any source/media, any employee is not paid the notified wages/allowances; AAI will deduct such payment either from Security Deposit or monthly bill and directly make the payment to such employee, if contractor fails to justify his side.
7. **Effect and Jurisdiction:** This shall be considered as having come in to force from the date of accep

tance of above-mentioned work order by AAI. The law applicable shall be the law enforced in India.

8. AAI reserves right to terminate contract any time in case the performance of the staff is not found satisfactory or for any unforeseen circumstances arisen.
9. If any worker engaged is found to be not suitable for the position, the contractor has to remove the person from the site immediately and has to depute his substitute.
10. Any dispute or difference whatsoever arising between AAI and the contractor relating to the contract, interpretation, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of arbitration.

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING/RESTRAINMENT

-
(To be uploaded on company letter head)

-
Name of Work:
(Tender ID No./ GeM Bid No.....)

I/We (name and post of authorized signatory) on behalf of ...
..... (Name of firm) do here by solemnly affirm and declare as follows
:

-
- i. Our firm is not restrained/ debarred/ blacklisted by Airports Authority of India (AAI)/ Ministry of Civil Aviation (MoCA)/ Dept. of Expenditure (DoE), Ministry of Finance and the debarment/ blacklisting/ restraintment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).
 - ii. None of Proprietor /Partners /Board Members /Directors of M/s.....
(Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred /blacklisted/restrained by AAI/ MoCA/ DoE and the debarment/ blacklisting/ restraintment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).
 - iii. Our firm understands that if our firm either debarred before the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) or debarred before the date of contract by AAI/ MoCA/ DoE (Debarment applicable for all Ministries/ Departments), our bid is liable to be rejected at that stage.
 - iv. Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting/ restraintment, termination of the contract etc. as deemed fit.

Date:

[Signature and name of the authorized signatory of the firm]

Place:

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-
ANNEXURE-2

-
UNCONDITIONAL ACCEPTANCE LETTER

(On the letter head of the Firm)

To,

The Airport Director,

Airports Authority of India

SGRDJI Airport, Amritsar

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

-
1 The Tender Document for the Work “ **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX** ” has been issued 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 Document downloaded from the Government e-Marketplace Portal, which shall form part of the Contract Agreement and I / We shall abide by the Conditions / Clauses contained therein.

2 I / We hereby unconditionally accept(s) the tender conditions of AAI's tender documents in its entirety for the above work.

3 The contents of the clauses of the Tender Document have been noted and it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional fi

le or any remarks/conditions (except unconditional rebate on quoted rates if any) in the Tender Document and the same has been followed in the present case. In case, this provision of the tender is found violated after opening of tender, I/We agree that the tender shall be rejected.

- 4 "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".
- 5 I/We hereby declare that myself or any of the Directors / Partners of this company / Firm is not a Director or of any other company or partner of a concern or a sole proprietor having established business with AAI and **has not outstanding dues** payable to the Authority.

Sincerely Yours,

(Signature of the Tenderer
with Company Seal)

Place:

Date:

Annexure-3

-

Format of Affidavit

(To be submitted by bidder)

I (Name), aged Years, S/o (Name), Proprietor/Managing Partner/Managing Director of (Name of the Agency) do hereby solemnly affirm state:

1. That I am competent to swear this affidavit on behalf of (Name of Agency).
2. That in the event of work is awarded to our agency; the wages to be paid to the workers engaged shall not be less than minimum wages with EPF, ESIC etc. as determined by Govt. of India for the time being in force.

Dated this, the day of month year.

Place:

Date:

DEPONENT

{Note: This affidavit is to be attested by a First-Class Magistrate or Notary Public on non-judicial stamp paper of Rs. 100/-}

Annexure-4

AGREEMENT

(On Rs.100/- Non Judicial Stamp Paper)

THIS AGREEMENT, entered into this (Date) day of (Month & Year) by and between (Name of Contractor), having its office at (Contractor’s office address) (hereinafter called the “Contractor”) and the Airports Authority of India having its office at Sri Guru Ram Dass Jee International Airport, Amritsar – 143101 (Punjab) (hereinafter called the “AAI”), the expressions “Contractor” and “AAI” shall mean their successors, legal representatives or assigns, for **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport**

WITNESSETH

WHEREAS, AAI invited offers for the **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport**, Amritsar for THREE YEAR.

WHEREAS, the Contractor has offered **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport, Amritsar** for three year in accordance with their Price Bid dated (Date) and AAI has accepted its offer.

NOW, therefore, in consideration and mutual covenants contained herein, the Contractor and the AAI (here inafter referred to as the "parties") agree that the following document shall be part of this agreement:

AAI Tender Document including section-I, II, III, Annexure-1 to 5 for the **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport, Amritsar (Punjab). (GeM Bid No.....)**

1. Tender corrigenda no. 1, 2 - if any.
2. Queries raised by AAI during technical evaluation and technical clarifications submitted by the contractor in response thereof.
3. Reference of Lol/Work Order issued/acceptance of bidder/amendment, if any.

Signed this agreement on Day of Month Year.

For and on behalf of Contractor
of AAI

For and on behalf of AAI

Signature
ture

Signature

Name of the Executive :
.....

Name of Executive : ...

Design :

Design :

Witness on behalf of Contractor:
:

Witness on behalf of AAI

Signature:
.....

Signature:

Name:
.....

Name:

Designation:
.....

Designation:

Annexure - 5

Request Letter Transmission of Bank Guarantee Cover message
< to be submitted by applicant to BG issuing bank >

Date:

The Manager

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir /Ma'am,

I/We, request you to include unique identifier **AAIAMRITSAR** in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) while transmitting the same to the beneficiary bank (ICICI Bank-IFSCIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)

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SECTION-I

INSTRUCTIONS TO BIDDER

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1. **ELIGIBILITY CRITERIA:** Bidders shall have the below mentioned eligibility criteria and shall accordingly upload the following documents in PDF format:

1	Proof of EMD
2	All pages of GeM Bid, Additional terms and conditions including Corrigendum(s) (if any) signed and stamped
3	Undertaking regarding debarment/Blacklisting/Restraintment (As per Annexure 1)
4	Unconditional Acceptance Letter (As per Annexure-2)
5	Proof of GST/TIN Registration number
6	Proof of PAN card of firm/proprietor
7	Annualized Average Financial Turnover during last 03 financial years ending on 31 st March 2023 shall be at least 35% of estimated cost i.e. Rs. 30,00,000/- . As a proof, audited abridged Balance Sheet along with Profit & Loss Account shall be submitted.

8	Proof of Experience (including Completion Certificate issued by the customer) : Successful execution of orders in last seven years for similar nature of work in any reputed govt./private organization meeting any one of the following criteria: - one order of value more than or equivalent to 80% of the estimated cost i.e. Rs. 68,44,816, - two orders each of value more than or equivalent to 50% of the estimated cost 42,78,010, - three orders each of value more than or equivalent to 40% of the estimated cost i.e. Rs. 34,22,408,
9	Affidavit as per Annexure-3 towards payments of minimum wages to staff
10	Power of Attorney on stamp paper of Rs.100/- authorizing the designated executive to sign all documents on behalf of the Company or Firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm.

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2. MODE OF SUBMISSION OF EMD AMOUNT:

2.1 EMD (2% of contract value) should be submitted with online payment through RTGS/Internet banking in beneficiary name: Airports Authority of India

Account No. 37104542705

IFSC Code: SBIN 000 2455

Bank: State Bank of India

Branch: Air Cargo Complex, Raja Sansi, Amritsar

2.2 Bidder need to upload the proof of payment of EMD along with the bid.

2.3 No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.

3. PERFORMANCE BANK GUARANTEE:

3.1 The successful bidder shall submit Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 10% (Ten percent) of the total price to AAI in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank. The guarantee shall be submitted within 30 calendar days of award of the contract, and will be valid till 90 days beyond the period of contract.

3.2 In case successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from first running Bill.

3.3 The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.

3.4 The prospective successful bidder should submit PBG in accordance with the following bank details.

CORPORATE NAME	: AIRPORTS AUTHORITY OF INDIA
BANK NAME	: ICICI BANK
IFSC CODE	: ICIC0000007
BG ADVISING MESSAGE	: IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	: "AAIAMRITSAR" to be mentioned in field 7037 of the BG advising message code.

While submitting the documents to BG issuing bank, the vendor/ customer/concessionaire will also submit letter to the issuing bank as per the format mentioned in the Annexure-5 as enclosed. The Original BG document from the vendor will be accepted only if the vendor attaches copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

4. RIGHT TO ACCEPT / REJECT THE BIDS:

- 4.1 The right to accept the Bid in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest Bid and reserves to itself the authority to reject any or all the Bids received without assigning any reason whatsoever.
 - 4.2 **If the bidder quotes 'Nil' profit or Loss, over the minimum wages and other statutory payments to the hired manpower, the bid shall be treated as unresponsive and will not be considered.**
 - 4.3 Bids not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
 - 4.4 AAI reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and to hereby without incurring any liability to the affected bidder or bidders on the grounds for the AAI's action.
 - 4.5 AAI also reserves the right at its sole discretion not to award any order under the tender, called.
 - 4.6 AAI shall not pay any costs incurred in the preparation and submission of any Bid.
 - 4.7 If the bidder gives wrong information in his Bid, AAI reserves the right to reject such Bid at any stage or to cancel the work order, if awarded, and blacklist the bidder.
 - 4.8 The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations from the minimum requirements shall be rejected. However, specifications higher than the minimum requirements shall be technically acceptable without any additional financial implication.
 - 4.9 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers / clarifications may be liable for rejection of their bids.
 - 4.10 Successful bidder has to enter into an agreement with AAI as per **Annexure-4**. The tender terms & conditions, corrigendum (if any), technical queries & responses against them and the work order shall be part of this agreement.
- 5.** The signing of the Contract on non-judicial stamp paper of Rs.100/- shall be completed within 15 working days of the acceptance of the Work Order. Cost of the stamp paper shall be borne by the bidder.

SECTION - II

GENERAL TERMS & CONDITIONS

1. Compliance:

Each page of the Tender document including GeM bid, corrigendum (if any) shall be duly signed with stamp by the bidder and duly complied of each and every condition of the Tender document.

2. Force Majeure:

2.1 AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractors' control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's company. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

2.2 That within 10 days after the occurrence of a case of Force Majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time.

- 2.3 That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities
- 2.4 That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.
- 2.5 That the contractor proves that the delay occurred is not due to his own action or lack of action.
- 2.6 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

3. Settlement of Disputes:

- 3.1 If a dispute of any kind whatsoever arises between the AAI and the 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 repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Manager or his nominee, the matter in dispute shall, in first place be referred to the Jt.GM (CNS), AAI Amritsar. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism.
- 3.2 Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the Project Manager or his nominee unless and until the same shall be revised, as hereinafter provided, by the Dispute Resolution Mechanism or in an Arbitral Award.

4. Arbitration and Law:

- 4.1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.
- 4.2 Indian laws shall govern this contract.

5. Termination for Default & Risk Purchase:

- 5.1. The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events
- 5.2. If the Contractor fails to perform any other obligation(s) under Contract.
- 5.3. If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.
- 5.4. As a penalty to the Contractor AAI shall en-cash Contract Performance Bank Guarantee. AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

6. Termination for Insolvency:

AAI may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAI. In the event of termination for penalty to the contractor Clause 5.4 shall be applicable.

7. Set Off:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by AAI to set off the same against any claim of AAI for payment of a sum of money arising out of this contract made by the Contractor with AAI.

SECTION - III

SPECIAL TERMS & CONDITIONS

1. The contract for provision of **06 Skilled and 01 Un-skilled manpower** for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport shall be awarded initially for a period of **Three years** which can be further extended for another one year on same terms and conditions by mutual consent of Airports Authority of India and the service provider.

2. Deployment of Staff:

2.1. Contractor will have to deploy eligible and experienced staff as follows; however, in case of any deviation in requisite criterion, the decision of Officer-In-Charge (CNS), AAI, Amritsar shall be final:

Skilled- (10+2) with 2-years OF experience on EPABX operation and knowledge of computer in office works.

Or

ITI (Computer/Electronics/Electronics & telecommunication /Instrumentation /Telephony /Electrical or equivalent) with 2-year experience in the EPABX/Telephone/Tele. Lines maintenance.

· Knowledge of Hindi, English and Punjabi language is desirable.

Un-skilled: - 12th Pass (nil experience)

· Knowledge of Hindi and Punjabi language is desirable.

2.2 Contractor will attract a penalty @ 0.5% of the monthly contract value for each day delay (other than defined in Force majeure clause) in deploying 07 manpower beyond 07 days from the acceptance of work order subject to maximum 10% of the contract value. This penalty amount shall be deducted from the contractor's first or subsequent bill as the case may be.

2.3 Deployed seven persons may have to perform the duty in shifts round the clock. They have to come on Weekly Off/Gazette holidays/odd office hours, if required due to any exigency for which nothing extra shall be paid by AAI.

2.4 Contractor shall provide Uniform to all 07-manpower deployed for operation of EPABX console & maintenance of Lines/Peripherals of EPABX i.e. 02 Shirts & 02 Pants, 01 pair of Shoes & 02 pair of socks in a year. If contractor fails to provide Uniform to all 07-manpower deployed for operation of EPABX console & maintenance of Lines/Peripherals of EPABX, cost of uniform of 07-manpower deployed will be recovered from the quarterly bill(s) of the firm shall be made by AAI.

2.5 Daily attendance record of the deployed staff shall be maintained by the contractor at site and must be available to AAI for inspection at any time.

- 2.6 In case of absence, leave due to sickness of the deployed employee then the firm shall be liable to arrange a substitute employee failing which arrangement shall be made by the AAI and deduction on pro-rata basis from the quarterly bill(s) of the firm shall be made by AAI.
- 2.7 In case, any employee is deployed beyond the specified normal (48 hours/week or 8 hours/day) duty hours per week/per days, he/she shall be paid overtime by the contractor as per the latest applicable Labour laws/rules. Such overtime payment shall be reimbursed by AAI on production of appropriate bills/justification of deployment beyond normal hours.
- 2.8 The AAI shall not be responsible for any injury sustained by the workers employed by the firm/contractor during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. Furthermore, the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.
- 2.9 In case of unsatisfactory conduct, behavior etc. of any staff of the firm, the firm shall replace the concerned person as per advice of the AAI and firm shall deal the consequences of such misconduct, behavior etc. of their staff/employee.
- 2.10 AAI shall not entertain any claim from either contractor or his employee for regular employment /absorption in AAI.
- 2.11 The contractor shall apply in writing in advance of issue of necessary entry passes to the workmen engaged by him.
- 2.12 The submission of applications for temporary photo identity card (PICs)/AEP (Airport Entry Permit) in advance along with certificate of police verification etc. as per prevailing practice and regulations of BCAS will be the responsibility of the contractor. Any financial expenditure involved such as fees for PICs, photos, fees for police verification etc., if any, will be borne by the contractor.
- 2.13 The PICs /AEPs has to be revalidated in well advance to ensure that the employees are always in possession of their entry passes. No employee will be permitted in the terminal building, Operational area without valid PICs/ AEPs. Employee without valid PICs/AEPs will be considered as equivalent to absence of staff and necessary recovery will be made from the bills of contractor for this period.
- 2.14 The contractor and his employee shall abide by security regulations/ instructions issued by AAI, BCAS and police authorities time to time.

2.15 The contractor shall be fully responsible for the working of his staff.

2.16 As rates on GeM portal are inclusive of all Taxes, 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.

2.17 The contractor shall have to comply all the provision of Statutory Laws, Rules and Regulations of Government of India for the time being in force.

2.18 In case of default and/or not providing services to AAI as stipulated, **penalty will be charged @ Rs.500/- per day per workman in addition to salary of the workman of that day.** The decision of AAI in this respect shall be final and binding on the contractor. Part of the day will be considered as full day.

3. Payment Terms

3.1. Contractor shall pay bonus once in a year to all Seven workmen through bank transfer which shall be at least 8.33% of annual wage at the time of payment on pro-rata basis. Proof of this payment should be presented along with corresponding running account bill. The proof of payment for the balance amount of bonus on pro-rata basis from the last bonus paid till the expiry of contract should be submitted along with last running account bill for release of payment. If proof of payment of bonus is not submitted, 33.33% of the running account bill will be withheld.

3.2. Contractor shall pay National Holiday Allowance for all the three national holidays every year to all Seven workmen through bank transfer as per applicable wages on pro-rata basis and proof of this payment should be presented along with corresponding running account bill.

3.3. AAI will release the payment quarterly (as per approved rates) against company's original pre-receipted bill in duplicate along with proof of making payment (to the satisfaction of AAI management) to its deployed staff and subject to "Satisfactory services as per terms & conditions of contract.

3.4. Bills shall accompany clear copy of EPF & ESIC deposit challan for **contribution made towards EPF/ESI** as per applicable Govt. of India rules for employees engaged for this contract in AAI under self-certification with company seal.

3.5. AAI shall withhold any payment, if **the contractor fails to deposit wages, EPF, ESI etc. as per applicable rates** and proof to that effect has not been submitted regularly to AAI. Any arrear for EPF/ESI deposit along with current deposit in respect of employees engaged under this CONTRACT shall be completed before presenting the next running account bill. Failing to do so, AAI may stop payment of running account bill.

- 3.6. **If wages, PF, ESI etc. are revised by the Govt. of India, the same shall be paid to the firm subject to documentary evidence of their payment/c hallan copy.**
- 3.7. The insurance shall protect the contractor/contracting agency against all claims applicable for the workman's compensation act-1948. The contractor shall take necessary insurance cover for all persons deployed at sites even for short duration . AAI shall not entertain any claim arising out of mishap, if any that may take place during the performance of the contract.
- 3.8. **Group Insurance:** Contractor shall cover all of the workmen employed for this work under group insurance for a minimum claim of Rs. 1,00,000/- covered for unlimited incidents. Proof of this group insurance should be submitted along with first running account bill, otherwise payment of the bill may be withheld.
- 3.9. It shall be the responsibilities of the contractor for payment of minimum wages and other statutory benefits etc. to its employees and AAI may anytime to check/inspect the same.
4. The contractor shall be responsible for any damage caused to any equipment/building of AAI due to the negligence of the staff. The same shall be made good by the contractor at his cost.
5. In case AAI receive the information/complaint through any source/media, any employee is not paid the notified wages/allowances; AAI will deduct such payment either from Security Deposit or PBG or quarterly bill and directly make the payment to such employee, if contractor fails to justify his side.
6. In case AAI receive the information/complaint through any source/media, any employee is not paid the notified wages/allowances; AAI will deduct such payment either from Security Deposit or monthly bill and directly make the payment to such employee, if contractor fails to justify his side.
7. **Effect and Jurisdiction:** This shall be considered as having come in to force from the date of acceptance of above-mentioned work order by AAI. The law applicable shall be the law enforced in India.
8. AAI reserves right to terminate contract any time in case the performance of the staff is not found satisfactory or for any unforeseen circumstances arisen.
9. If any worker engaged is found to be not suitable for the position, the contractor has to remove the person from the site immediately and has to depute his substitute.
10. Any dispute or difference whatsoever arising between AAI and the contractor relating to the contract, interpretation, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of arbitration.

ANNEXURE-1

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING/RESTRAINMENT

-

(To be uploaded on company letter head)

-

Name of Work:

(Tender ID No./ GeM Bid No.....)

I/We (name and post of authorized signatory) on behalf of ...
..... (Name of firm) do here by solemnly affirm and declare as follows
:

-

- i. Our firm is not restrained/ debarred/ blacklisted by Airports Authority of India (AAI)/ Ministry of Civil Aviation (MoCA)/ Dept. of Expenditure (DoE), Ministry of Finance and the debarment/ blacklisting/ restraintment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).

- ii. None of Proprietor /Partners /Board Members /Directors of M/s.....
(Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred /blacklisted/restrained by AAI/ MoCA/ DoE and the debarment/ blacklisting/ restraintment is not in force as on last date of opening of tender (Envelope-I, normally called as technical bid).

- iii. Our firm understands that if our firm either debarred before the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) or debarred before the date of contract by AAI/ MoCA/ DoE (Debarment applicable for all Ministries/ Departments), our bid is liable to be rejected at that stage.

- iv. Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting/ restraintment, termination of the contract etc. as deemed fit.

Date:

[Signature and name of the authorized signatory of the firm]

Place:

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UNCONDITIONAL ACCEPTANCE LETTER

(On the letter head of the Firm)

To,
The Airport Director,
Airports Authority of India
SGRDJI Airport, Amritsar

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

-
- 1 The Tender Document for the Work “ **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX** ” has been issued 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 Document downloaded from the Government e-Marketplace Portal, which shall form part of the Contract Agreement and I / We shall abide by the Conditions / Clauses contained therein.
 - 2 I / We hereby unconditionally accept(s) the tender conditions of AAI's tender documents in its entirety for the above work.
 - 3 The contents of the clauses of the Tender Document have been noted and it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or any remarks/conditions (except unconditional rebate on quoted rates if any) in the Tender Document and the same has been followed in the present case. In case, this provision of the tender is found violated after opening of tender, I/We agree that the tender shall be rejected.
 - 4 “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”.
 - 5 I/We hereby declare that myself or any of the Directors / Partners of this company / Firm is not a Director or of any other company or partner of a concern or a sole proprietor having established business with AAI and **has not outstanding dues** payable to the Authority.

Sincerely Yours,

(Signature of the Tenderer)

Place:

Date:

Annexure-3

-
Format of Affidavit

(To be submitted by bidder)

I (Name), aged Years, S/o (Name), Proprietor/
Managing Partner/Managing Director of (Name of the Agency) do hereby sole
mnly affirm state:

1. That I am competent to swear this affidavit on behalf of (Name of Agency
).
2. That in the event of work is awarded to our agency; the wages to be paid to the workers engaged sh
all not be less than minimum wages with EPF, ESIC etc. as determined by Govt. of India for the time b
eing in force.

Dated this, the day of month year.

Place:

Date:

DEPONENT

{Note: This affidavit is to be attested by a First-Class Magistrate or Notary Public on non-judicial stamp pa
per of Rs. 100/-.

AGREEMENT

(On Rs.100/- Non Judicial Stamp Paper)

THIS AGREEMENT, entered into this (Date) day of (Month & Year) by and between (Name of Contractor), having its office at (Contractor's office address) (hereinafter called the "Contractor") and the Airports Authority of India having its office at Sri Guru Ram Dass Jee International Airport, Amritsar - 143101 (Punjab) (hereinafter called the "AAI"), the expressions "Contractor" and "AAI" shall mean their successors, legal representatives or assigns, for **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport**

WITNESSETH

WHEREAS, AAI invited offers for the **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport**, Amritsar for THREE YEAR.

WHEREAS, the Contractor has offered **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport, Amritsar** for three year in accordance with their Price Bid dated (Date) and AAI has accepted its offer.

NOW, therefore, in consideration and mutual covenants contained herein, the Contractor and the AAI (hereinafter referred to as the "parties") agree that the following document shall be part of this agreement:

AAI Tender Document including section-I, II, III, Annexure-1 to 5 for the **Job Contract for Manpower for operation of EPABX Console and maintenance for Peripherals & Lines of EPABX at Amritsar Airport, Amritsar (Punjab). (GeM Bid No.....)**

1. Tender corrigenda no. 1, 2 - if any.
2. Queries raised by AAI during technical evaluation and technical clarifications submitted by the contractor.

ctor in response thereof.

3. Reference of Lol/Work Order issued/acceptance of bidder/amendment, if any.

Signed this agreement on Day of Month Year.

For and on behalf of Contractor
alf of AAI

For and on beh

Signature
ture

Signa

Name of the Executive :
.....

Name of Executive : ...

Design :

Design :

Witness on behalf of Contractor:
:

Witness on behalf of AAI

Signature:
.....

Signature:

Name:
.....

Name:

Designation:
.....

Designation:

Annexure - 5

Request Letter Transmission of Bank Guarantee Cover message
< to be submitted by applicant to BG issuing bank >

Date:

The Manager

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where ben
eficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear Sir /Ma'am,

I/We, request you to include unique identifier **AAIAMRITSAR** in field 7037 of the SFMS cover m
essages IFN COV 760 (for BG issuance) while transmitting the same to the beneficiary bank (ICI
CI Bank-IFSCICIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

AIRPORTS AUTHORITY OF INDIA
Account No.
37104542705
IFSC Code
SBIN0002455
Bank Name
STATE BANK OF INDIA
Branch address
AIR CARGO COMPLEX, RAJA SANSI, AMRITSAR

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

6. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

7. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाही का आधार होगा।

---Thank You/धन्यवाद---

