



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/5791634  
Dated/दिनांक : 26-02-2025

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |   |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 20-03-2025 16:00:00   |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 20-03-2025 16:30:00   |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)  | 180 (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  | Airports Authority Of India, Rajkot Airport   |
| क्रैता ईमेल/Buyer Email  | buyer1.aai.rjt@gembuyer.in  |
| Item Category/मद केटेगरी   | Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others , Manpower Outsourcing Services - Minimum wage - Skilled; Diploma; IT-Technical |
| Contract Period/अनुबंध अवधि  | 1 Year(s)   |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)                        | 5 Lakh (s)  |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष                     | 1 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**

|   |  |
|---|--|
| <b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC)<br>*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 |
| <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>   | Yes  |
| <b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>   | No   |
| <b>Type of Bid/बिड का प्रकार</b>  | Single Packet Bid  |
| <b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b> | 2 Days   |
| <b>Floor Price/न्यूनतम मूल्य</b>  | This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.   |
| <b>Estimated Bid Value/अनुमानित बिड मूल्य</b>   | 1494853.4  |
| <b>Evaluation Method/मूल्यांकन पद्धति</b>   | Total value wise evaluation  |
| <b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>                       | Yes  |
| <b>Arbitration Clause</b>   | No   |
| <b>Mediation Clause</b>   | No   |

**EMD Detail/ईएमडी विवरण**

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 29900               |

**ePBG Detail/ईपीबीजी विवरण**

|  |       |
|--|-------|
| Advisory Bank/एडवाइजरी बैंक  | ICICI |
| ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)                              | 5.00  |
| Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने). | 15    |

(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/लाभार्थी :**

AIRPORT DIRECTOR

Airports Authority Of India, Rajkot International Airport, Airports Authority of India (AAI), Airports Authority of India, Ministry of Civil Aviation  
(Airports Authority Of India Rajkot)

**MII Compliance/एमआईआई अनुपालन**

|                               |     |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

**MSE Purchase Preference/एमएसई खरीद वरीयता**

|   |     |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
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**

**Scope of work & Job description:**[1736505696.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1736245934.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others ( 2 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| Specification                            | Values         |
|--|----------------|
| <b>Core</b>                              |                |
| Skill Category                           | Unskilled      |
| Educational Qualification                | High School    |
| Type of Function                         | Others         |
| List of Profiles                         | Attendant      |
| Specialization                           | Not Required   |
| Post Graduation                          | Not Required   |
| Specialization for PG                    | Not Applicable |
| Experience                               | 0 to 3 Years   |
| State                                    | NA             |
| Zipcode                                  | NA             |
| District                                 | NA             |
| <b>Addon(s)/एडऑन</b>                     |                |
| <b>Additional Details/अतिरिक्त विवरण</b> |                |
| Title for Optional Allowances 1          |                |

**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              | Satya Deo   | 360006,Airports Authority of India, Civil Aerodrome Rajkot | 2                               | <ul style="list-style-type: none"><li>• Minimum daily wage (INR) exclusive of GST : 655</li><li>• Bonus (INR per day) : 54.5615</li><li>• EDLI (INR per day) : 3.275</li><li>• EPF Admin Charge (INR per day) : 3.275</li><li>• Optional Allowances 1 (INR per day) : 0</li><li>• Optional Allowances 2 (INR per day) : 0</li><li>• Optional Allowances 3 (INR per day) : 0</li><li>• Estimated Number of Overtime Hours per Resource per Month : 0</li><li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li><li>• ESI (INR per day) : 21.2875</li><li>• Provident Fund (INR per day) : 78.6</li><li>• Number of working days in a month : 26</li><li>• Tenure/ Duration of Employment (in months) : 12</li></ul> |

**Manpower Outsourcing Services - Minimum Wage - Skilled; Diploma; IT-Technical ( 2 )****Technical Specifications/तकनीकी विशिष्टियाँ**

| Specification  | Values  |
|----------------|---------|
| <b>Core</b>    |         |
| Skill Category | Skilled |

| Specification                            | Values                  |
|--|-------------------------|
| Educational Qualification                | Diploma                 |
| Type of Function                         | IT-Technical            |
| List of Profiles                         | IT maintenance engineer |
| Specialization                           | IT experience           |
| Post Graduation                          | Not Required            |
| Specialization for PG                    | Not Applicable          |
| Experience                               | 0 to 3 Years            |
| State                                    | NA                      |
| Zipcode                                  | NA                      |
| District                                 | NA                      |
| <b>Addon(s)/एडऑन</b>                     |                         |
| <b>Additional Details/अतिरिक्त विवरण</b> |                         |
| Title for Optional Allowances 1          |                         |

**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              | Satya Deo   | 360006,Airports Authority of India, Civil Aerodrome Rajkot | 2                               | <ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 868</li> <li>• Bonus (INR per day) : 72.3044</li> <li>• EDLI (INR per day) : 4.34</li> <li>• EPF Admin Charge (INR per day) : 4.34</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 28.21</li> <li>• Provident Fund (INR per day) : 104.16</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul> |

**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. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

CNS-In-Charge Rajkot, Office of The Airport Director  
Airports Authority of India, Rajkot International Airport (Hirasar)  
Beside NH 27 (Ahmedabad Rajkot National Highway 27), Near Beti River Bridge  
District Rajkot, Rajkot-363520  
Gujarat  
.

## 3. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

## 4. **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.

## 5. **Purchase Preference (Centre)**

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

## 6. **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.

## 7. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- Ø Floor price for Minimum service charge against this bid is kept 7% (including GST) instead of 3.85% due geo-location of airport (far away from City) and fulfilling requirement of other charges related to pass, required mandatory course charges (Aviation security courses) etc. against this contract.

Ø **Earnest Money Deposit** : Rs. **29,900/-** Only.

(Rupees Twenty Nine Thousand Nine Hundred Only).

EMD of **Rs. 29,900/-** will be require to be paid online only in the form of NEFT/RTGS as per below mentioned details before last date of submission of bids.

i) Bank Account No. (Current Account) : 34001861933

ii) Bank Name / Branch Address : State Bank of India , Sadar Bazar  
Branch, Rajkot -360001

iii) MICR Code : 360002022

iv) IFSC Code: SBIN0060161

v) NEFT/RTGS Enabled: Yes.

The bidders shall upload scanned copy of signed documents in readable form along with copy of successfully payment done online as a EMD transaction details in ATC requested certificate section.

Ø **Eligibility criteria** – Any Proprietorship Firm/ Partnership Firm / Pvt. Ltd. Company or Ltd Company.

Ø **Legal Status** –

As a proof, copy of Certificate of Registration under Shop & Establishment Act or Registrar of Firms or Companies Act / Partnership Deed, as the case may be.

Ø **Experience** -

The bidder should have successfully executed orders / services for “**Hiring of IT manpower services for General upkeep & assistance for maintaining IT Systems as job contract**” meeting any one of the following three criteria to Government Departments/Public Sector Undertaking or reputed Private Sector Companies/firms (within India) during last 07 (seven) years ending on 31<sup>st</sup> December 2024, satisfying any one of the following three criteria.

(i) One work/order of value more than or equal to **Rs 11,95,882/-** only and consisting of minimum 80% of the **amount** for hiring of IT manpower services.

(ii) Two work(s) /order(s) each of value more than or equal to **Rs 7,47,427/-** only and consisting of minimum 50% of the amount for hiring of services.

(iii) Three work (s)/order(s) each of value more than or equal to **Rs 5,97,94**

**1/-** only and consisting of minimum 40% of the amount for hiring of services.

Ø **Annualized Average Financial Turnover -**

- (i) Bidder should have annualized average financial turnover of at least **Rs. 4,48,456/-** during last three financial years, ending on 31<sup>st</sup> March 2024. As a proof of financial turnover, copy of audited Balance Sheet/TO certificate with UDIN along with Profit & Loss account of the bidder for last three years duly certified by chartered accountant should be uploaded.

Ø **Performance/Experience Certificate -**

- (i) Bidder must submit performance/experience certificate in respect of work(s)/order(s) claimed against experience as mentioned under Experience criteria.

These certificates should be issued by the end user agencies for which the work(s)/order(s) have been carried out and endorsed by the bidder. Such performance/experience certificates should clearly indicate the following.

- (a) Value of order or contract.  
(b) Scope of order or contract.  
(c) Order or contract no., Award date.  
(d) That the works/orders have been completed satisfactorily.
- (ii) In case of end user agency being a Government Department/Public Sector Undertaking, certificate as per sub-para (i) above, shall be submitted by bidder.
- (iii) In case bidder submitting performance/experience certificate from reputed private sector companies/firms (within India), bidder has to submit TDS certificate issued by the Customer in support of payment received and execution of work in addition to performance/experience certificate as per sub-para (i) above.

Ø **Registration/Licences/ Permits -**

Bidder should have the following registration/licences/permits with/from appropriate government authorities.

- (i) Permanent Account Number (PAN) issued by Income Tax Department.  
(ii) GSTIN  
(iii) Registration under Shop & Establishment Act or Companies Act or Registrar of Firms/partnership deed etc., as applicable.  
(iv) Valid EPF and ESI registration details.

- Ø Any party either a firm or an individual or a company falling under any of the following categories are not eligible to participate in bid.
  - (i) Debarred/black listed by CBI or AAI or any Public Sector Undertaking/Departments like Railways, Defence or any other department of Govt. of India or State Govt.
  - (ii) Bidder either a firm or its partner or its Directors have been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organisation etc. or any Indian State/Central Government Departments or Public Sector undertaking.
  - (iii) If the entity participating in the bid is a private or public limited company, Partnership firm or proprietary firm and any of the Directors /Partners of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to Authority, then said entity shall not be allowed to participate in AAI bid.
  - (iv) Consortium/JV companies shall not be permitted to participate in bid process.
  
- Ø No single firm shall be permitted to submit two separate applications. The proprietor of more than one company or firm will be considered as single party and one legal entity.
  
- Ø AAI reserves the right to disallow issue of bid documents to working agencies whose performance at ongoing work (s) is below par and usually poor and has been issued letter of restrain/temporary/permanent debar by any department of AAI.
  
- Ø AAI reserves the right to verify the credentials submitted by the applicant agency at any stage (before or after the award of the work). If at any stage, any information / documents submitted by the applicant agency are found to be false or have some discrepancy which disqualifies the bidder than AAI shall take following actions.
  - a) Forfeit the entire amount of EMD submitted by the bidder.
  - b) The bidder shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual / legal action.
  
- Ø The bid is to be submitted in **single packet** System.
  
- Ø The bidding process is online at GeM portal.
  
- Ø Prospective bidders are advised to get themselves acquainted for GeM bid participation requirements, register themselves at GeM seller portal, obtain

'User ID' & 'Password'. The bidder may also take guidance from GeM Portal.

- Ø The instructions in the bid document are binding on the bidder and submission of the bid shall imply unconditional acceptance of all the terms and conditions by the bidder. Bidder shall upload bid on GeM – Portal well in advance to avoid last minute hassles. AAI shall not entertain any queries on such subject after last date of downloading tender document.
- Ø AAI reserves the right to accept or reject any or all bid(s) without assigning any reasons. AAI reserves the right to call off bidding process at any stage without assigning any reasons.
- Ø Bidders are advised to visit GeM portal regularly to keep themselves updated as any change/ modification in the bid will be intimated through GeM portal only.
- Ø Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- Ø Not more than one bid shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to bid for the same contract as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.
- Ø Intending bidders are **advised to visit GeM portal regularly till closing date of submission** of bid for any corrigendum / addendum/ amendment.
- Ø The instructions given in the bid document are binding on the bidder and submission of the bid will imply unconditional acceptance of all the terms and conditions by the bidder.
- Ø Bidders shall submit their bids as per scheduled date and time through GeM portal only.
- Ø All the statements, documents, certificates etc., uploaded by the bidders shall be verified for evaluation. It should contain scanned copy **of self certified EMD transaction details & self certified and stamped Undertaking as per Annexure-I, Annexure-II, Annexure-III, Annexure-V & Annexure-VII and all below mentioned documents. All annexures format are given in ATC document file. Refer ATC document file of this bid.**

- (i) **Scanned copy of payment receipt of EMD Rs. 29,900/-**
- (ii) Letter indicating the capacity and authority of individual signing bid document and attesting supporting documents
- (iii) Legal status of bidder .
- (iv) Experience document.
- (v) Experience Certificate.
- (vi) Annualized Average Financial Turnover.
- (vii) PAN No.
- (viii) GSTIN.
- (ix) Undertaking as per Annexure - I. (Unconditional Acceptance Letter)
- (x) Undertaking As per Annexure-II (Undertaking for blacklisting)
- (xi) Undertaking as per Annexure - III (Undertaking for only one bid submission)
- (xii) Undertaking as per Annexure - V (GST undertaking)
- (xiii) Signed and stamped copy of Annexure-VII in which Services mentioned **for** fully meeting the operational and technical requirement.
- (xiv) ESI & EPF Registration Details.
- (xv) Self certified and stamped on all pages of Complete GeM bid document along with ATC document and Scope of work document .

Ø GeM procurement system shall not allow bidders to submit their bid, after the schedules date and time. Bidders shall submit bid before the schedule deadline specified in bid document or the extended deadline notified by issue of corrigendum, as the case may be.

Ø Bid uploaded documents shall contain the scanned copies of self attested documents uploaded by the bidder. Each and every page of submitted bid document should be signed by the bidder.

Ø The clarification, if any, required from the bidders, will be obtained through query provision available in GeM portal only.

Ø No correspondence shall be entertained from the bidders after opening of bid, except for the clarifications sought by AAI.

Ø Date of acceptance and opening of bid can be extended on sole discretion of Airport Director, AAI, Rajkot International Airport, Gujarat.

Ø **Comparison and Evaluation of Bids -**

- 1 The bid received and accepted will be evaluated by AAI to ascertain the complete requirements contained in the bid document. The objective of the evaluation is to select bidder(s), who can provide the described

supply meeting the scope of work.

- 2 Bids of bidders shall be scrutinized by AAI to ensure that the same are in conformity with the operational requirement and technical specifications. Bidder should provide complete information to substantiate compliance of the technical specifications listed in the bid. In case of incomplete compliance statement or inadequate information, bid shall be finalized on the basis of the information available. It shall, therefore, be in the bidders' interest to give complete and comprehensive technical particulars, description and details while submitting the bid.  
AAI may seek clarifications or any other information deemed necessary. The queries raised should be replied positively within the time specified, failing which the evaluation will be done on the basis of the information available.
- 3 To assist in the examination, evaluation and comparison of bids, AAI may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be through query provision available in GeM portal.
- 4 Bidders may submit their response to AAI queries through provision of GeM Portal only.
- 5 No post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.

#### Ø **Award of Contract** -

- 1 AAI shall issue / place the contract order to successful bidder through GeM portal to successful bidder. Successful bidder has to accept the said contract order within allowed time period on GeM portal, failing which it should be construed that bidder is not interested in the offer and hence not accepted the contract order unconditionally.
- 2 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.
- 3 AAI also reserves the right at its sole discretion not to award any order under the GeM bid called.

Ø **Execution of work -**

The work shall be carried out under the supervision of Airport Director, AAI, Rajkot International Airport, Gujarat or any officer nominated by him, as the case may be, according to the terms and conditions of the contract.

Ø **Rejection of Bid -**

- 1 Airports Authority of India (hereinafter abbreviated as AAI) reserves the right to reject any or all bid(s) without assigning any reasons, whatsoever.
- 2 Bids, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and /or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.
- 3 If the bidder gives wrong information in bid, AAI reserves the right to reject such bid at any stage or to cancel the contract, if awarded and forfeit the Earnest Money Deposit (EMD), wholly and absolutely, AAI reserves the right to debar such bidders to participate in future bids.
- 4 The information contained in the bid should be comprehensive and to the point. The bid containing information other than sought, with a motive to confuse or delay the finalization of bid process are likely to be rejected.
- 5 Canvassing in any form in connection with the bid(s) is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- 6 Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting bid shall be informed of the fact along with the offer, failing which AAI, at its sole discretion may reject the bid or cancel the contract and forfeit Earnest Money Deposit, wholly and absolutely.

Ø **Scope of Work -**

This document sets out the terms & conditions to be met in connection with the “Hiring of IT manpower services for **General upkeep & assistance for maintaining IT Systems as job contract at Rajkot International Airport.**” for the work as per details given in **Annexure-VII**. Bidders bidding for part job of the total requirements will be rejected.

- Ø **Rates:** The rate to be paid to Skilled person and unskilled will be as per the existing rate laid down in letter reference number F.No. 1/27 (3)/2024-LS-II **dated 25-09-2024 from Ministry of labour & Employment, Government of India** effective from 01-10-2024, Ministry of Labour & Employment, Office of the Chief Labour Commissioner(C), New Delhi and revised rates applicable as and when any changes are notified.: i.e. at present at Rs. 868/- per day for Skilled and Rs. 655/- per day for Unskilled.

ESI, EPF, Bonus and GST paid to statutory authorities by the contractor shall be reimbursed on an actual basis on the submission of documentary evidence. The contractor is required to pay bonuses once in a year as per applicable rules to their workman employed to execute this work. **(GST, PF, ESI, BONUS etc. shall be payable and shall be reimbursable as per the actuals with proper documentary proof submitted by the successful bidder.)**

- Ø The contractor shall provide a list of contracts workers engaged for this contract work along with their PF Account No. & ESI Registration Number.

- Ø Skill and ability of deployed manpower shall be ascertained by CNS-In-Charge before deployment / replacement of manpower during entire contract period. Also the contractor shall require prior consent of CNS-In-Charge Rajkot for changing any deployed manpower.

Ø **Deployment of Manpower:** The bidder has to deploy qualified person to complete the work as per the scope of the bid document. The person deployed by bidder will work under the supervision of the AAI officer deployed by APD, Rajkot.

#### Ø **Amendments / Corrigendum to Bid Document**

At any time, prior to scheduled date of submission of bids, AAI if it deems appropriate to revise any part of this bid or to issue additional data to clarify and interpretation of the provisions of this bid, it may issue addendum / corrigendum to this bid. Any such addendum / corrigendum shall be deemed to be incorporated by this reference into this bid and binding on the bidders. Addendum / corrigendum will be notified through GeM portal.

- Ø **Submission of Bid** - The bidder shall upload / submit the all following documents in support of their meeting each criteria mentioned in this additional terms and conditions through on-line on GeM-portal up to Last date and time of submission of bid. Hard copy of documents shall not be entertained.

- Ø **Price bid / financial bid** :- Quoted price by seller on GeM Portal shall be considered as final and no further price related query shall be entertained by AAI after opening of bid. No other facilitation / cost benefit shall be given to successful bidder other than quoted price in bid for completion of this work / service i.e. no other charges will be paid extra or no other facilitation will be given. However reimbursement for PF, ESI, bonus, wage difference as and when notified and actual GST will be paid on submission

of proof.

Ø **Validity of Bid -**

The bid must remain valid for a minimum of 180 days from the last date of submission of bid on GeM portal.

Ø **Opening of Bid for evaluation -**

- i. Evaluation will be done based on all documents submitted by bidder containing scanned copy of EMD deposit receipt & Undertaking as per Annexure -I and all documents mentioned in **Annexure-VI**. The intimation regarding acceptance / rejection of their bids will be intimated to the bidders through GeM portal only. No separate correspondence entertained by this office to bidders for acceptance /rejection of bids.
- ii. If any clarification is needed from the bidder(s) about the deficiency in his uploaded documents, the same will be asked to provide it through "GeM portal only. The bidder(s) shall upload the requisite clarification / documents within specified time by AAI, failing which the bid is liable to be rejected.
- iii. Price bids / financial bids of the bidders found meeting the qualifying requirements and technical criteria shall be acceptable depending on bid evaluation as the said bid is single packet bid.

Ø **Return of EMD -**

1. The EMD of all unsuccessful bidders will be returned only after award of work.
2. The EMD of successful bidder will be returned only after the successful bidder submits the performance bank guarantee in the prescribed Performa.

Ø **PBG (Performance Bank Guarantee): -**

1. The bidder, whose bid is accepted, within 30 calendar days of the acceptance of work order, shall submit performance bank guarantee of 5% (Ten Percent) of the quoted price on GeM portal to AAI in the form of an irrevocable and unconditional bank guarantee on a Nationalized/Schedule - A Bank.
2. Bidder shall submit PBG as per Annexure IV format only. Refer Annexure-IV of this ATC document.
3. Bidder shall be acquainted with Annexure-X, Annexure-XI and Annexure-XII and shall submit request letter as per Annexure-XII to PBG issuing bank branch along with documents for PBG issuance.
4. The irrevocable and unconditional bank guarantee shall be as per Performa attached as Annexure IV to this ATC document

5. The successful bidder shall attach copy of the SFMS BG Confirmation. Message sent by the BG issuing bank to ICICI Bank at the time of submission of PBG to AAI .
6. **PBG should remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the successful bidder.** i.e. PBG validity shall be 90 days after contract period. Also there shall be 90 days (Ninety days) gap / difference between last date of lodgement of claim and date of expiry of bank guarantee and both date (Lodgement of claim date and date of expiry) shall be require to be mention in PBG.
  7. In case, the successful bidder fails to submit PBG within stipulated period, interest @ 12% p.a. on PBG amount would be levied (non-refundable) for delayed period of submission and shall be deducted from EMD/first bill ,as the case may be.
  8. In case, successful bidder fails to submit PBG within 60 days from the date of acceptance of work / contract order on GeM portal, AAI reserves the right to forfeit EMD and cancel the work / contract order.
  9. The performance Bank Guarantee shall be valid for 6 (Three) month beyond the period of contract. Period of the work means the contract period i.e when the contract period will complete successfully.
  10. The PBG shall be payable to AAI without any condition, whatsoever and the PBG shall be irrevocable.
  11. After completion of the contract period liability, the CNS-In-Charge shall on demand from the contractor, refund to him the security deposit / BG without interest, provided that the CNS-In-Charge is satisfied that there is no demand or out standing due against the Contractor.

#### Ø **Payment Terms**

1. The proof of EPF & ESIC deposit of the staff deployed for this work must be submitted along with the quarterly bill (copy of all three month challans with name & number (EPF & ESI) of the engaged workers). The bill will not be processed without documents of EPF & ESIC. A salary Slip showing all such payment & deductions should also have to be produced in prescribed format as per Annexure-XIII.
2. The contractor shall provide a list of contracts Workers engaged for this contract work along with their PF Account numbers & ESI registration numbers.

3. The 100 % of the charges minus the recoveries if any shall be paid after the successful completion of quarter i.e. three months and on satisfactory performance certification from the CNS In-Charge of AAI.
4. The payment shall be made on quarterly basis, after the successful completion of three months. The certificate of satisfactory service during the quarter for which the payment has been requisitioned from the maintenance In-charge AAI shall be a mandatory requirement for the release of the payment
5. Income Tax and work contract tax Recovery: Before releasing payment to the Contractor, income tax and work contract tax recovery shall be Made from the contractor's bill at the rate as applicable during that time. i.e. The Taxes will be recovered from each running Bill of the Contractor as per the prevailing Government Rules at the time of payment.
6. The bill shall be raised in each quarter by the bidder in triplicate along with the following documents and should be submitted in O/o the Airport Director, AAI, Rajkot International Airport, Gujarat after completion of work and payments shall be made by AAI (by electronic money transfer directly to the bank account) subject to submission of all necessary documents as follows.

- a) Original Copy of Invoice in triplicate (Separate calculation for Wages PF, ESI, Bonus etc for each three months in every quarter)
- b) Certificate from AAI, Rajkot that service has been completed satisfactory
- c) Copy of PF challan, ESI Challan etc. documents for reimbursement of PF, ESI, bonus etc.
- d) Copy of salary slip given to each deployed manpower along with detailed statement of payment made to deployed manpower.
- e) GSTR-1 against invoice or GST undertaking as per AAI demand
- f) TDS undertaking (Refer Annexure-IX of this ATC ) along with copy of last two financial year ITR acknowledgment for each new financial year. (Require to be submitted once in each financial year as per AAI demand).
- g) Any other additional documents required by AAI if any.

7. The payment will be made quarterly to the Contractor subject to submission of proper invoice and all required documents by AAI . The Contractor has to submit his bill immediately on completion of quarter, citing the Work Award Number and the split details of the Salary Claimed. Payment of GST will be subject to producing required GST B2B screen shot (GSTR-1 or IFF) as a proof for having uploaded in GST portal the claimed GST amount. All the payments to the workers shall be made by Contractor by A/C payee che que /RTGS only.

Ø In the event of any dispute, the decision of Airport Director, AAI, Rajkot International Airport, Gujarat shall be final and binding on contractor.

Ø **Subletting of Contract** -

The work shall not be sublet/ assigned directly or indirectly to other agencies without prior written consent of the tender accepting authority.

Ø **Forfeiture of EMD / Security Deposit** - The EMD/PBG shall be forfeited in any of the following non - compliances by successful bidder.

- a. Non-acceptance of work order within allowed time period on GeM portal.
- b. Non-submission of Performance Bank Guarantee issued by a Nationalized/Scheduled Bank within 30 (Sixty) calendar days of acceptance of work order.
- c. Non-Execution of the agreement within 30 (Thirty) calendar days of acceptance of work order.
- d. If at any stage it is found that the bid document, downloaded from GeM Portal, has been tempered or any unauthorized changes have been made in the contents of the bid.
- e. Disclosing relation or relations employed in the capacity of an officer in AAI to the authority inviting tenders.

Ø **Taxes / Permits / Licences** -

- a) Bidder shall be liable to pay any and all Indian duties, levies and taxes lawfully assessed against contractor for both corporate and personal income and also all other taxes etc. relevant and applicable in respect of the present tender.
- b) Any increase or decrease of statutory taxes will be on account of AAI.
- c) Successful bidder is required to produce Government of India notification towards taxes prevailing at the time of opening of bid and submission of bills, while seeking claim towards increase in statutory taxes.
- d) In case no payment is claimed by the contractor towards increase in statutory taxes, a certificate/undertaking is required to be given by contractor that statutory tax has not decreased during the period between date of opening of bid and date of submission of bills. Any decrease in statutory taxes between above said period shall be passed to AAI while claiming payments.

**Ø Right to Accept or Reject the Tenders -**

- a) The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserve to itself the authority to reject any or all the tenders received without assigning any reasons, whatsoever.
- b) Tenders in which any of the particulars and prescribed information is missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.

**Ø Termination of Contract -**

- a) Without prejudice to the right of termination provided under the GCC or without prejudice to any other remedy available in the contract in this behalf, AAI may terminate the contract at any time by 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 or the contractor has not complied with any / several terms and conditions of bid document / contract, of which the decision of Airport Director, AAI, Rajkot International Airport shall be final and binding on the contractor.
- b) Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract but shall not be entitled to any other claim or compensation for any expenditure incurred by the contractor in or for any equipment material or facilities or for any loss in the profit or anticipated profit of the contractor.
- c) The contractor upon receipt of such notice shall discontinue the work on the date specified in the notice.
- d) At any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the bidder or his staff AAI reserve the exclusive and special right to the outright termination of contract and the bidder shall not be entitled for any compensation from AAI whatsoever.

- e) If the contractor is an individual or a proprietary concern and the individual or the proprietor Dies and if the Contractor is a partnership concern and one of the parties dies then unless the Accepting authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and, in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, The Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without AAI being in anyway liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Accepting Authority that the legal representative of the deceased Contractor or the Surviving partners of the Contractor's firm can not carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation, AAI shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the contract.

**Ø PATENTS, SUCCESSFUL BIDDER'S LIABILITY & COMPLIANCE OF REGULATIONS**

- a. Successful bidder shall protect and fully indemnify the AAI from any claims for infringement of patents, copyright, trademark, license violation or the like.
- b. Successful bidder shall also protect and fully indemnify the AAI from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- c. Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the AAI from any claims/penalties arising out of any infringements and indemnify completely the AAI from any claims/penalties arising out of any infringements

**Ø Arbitration and Laws -**

- a) All disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof may be settled through mutual discussions.
- b) If the disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof could not be settled through mutual discussion than the same shall be settled through arbitration for which Arbitrator will be appointed by AAI.
- c) Except where otherwise provided for in the contract, all questions and disputes relating to the meeting of the terms and conditions of the contract shall be settled 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.

Provided be settled under the rules of Indian Arbitration and Conciliation Act'1996. The venue of Arbitration shall be New Delhi, India. The arbitration award shall be final and binding upon the parties and judgement may be entered there on, upon the application of either party, by any court having jurisdiction.

- d) The AAI will not be responsible for any injury sustained by the workers during performance of their duties and also for any dispute between him and his workers. To comply with all liabilities out of any provision of labour act/enactment's either in force or enacted from time to time during the execution of this contract shall be responsibility of contractor/ Firm/ Agency. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills / security deposit. Furthermore, the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.
- e) If AAI is not satisfied with the conduct, behaviour, knowledge/skills etc. of any deployed staff, the contractor shall replace the person concern as per advice of AAI.
- f) Indian laws shall govern this contract.

#### Ø **SETTLEMENT OF DISPUTES**

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 Leader or his nominee, the matter in dispute shall, in first place be referred to the Airport Director or, AAI, Rajkot who shall act as the conciliator on the matter. The disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

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 Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in an Arbitral Award.

- Ø **Refund of Security Deposit** - After successful completion of contract, the performance bank guarantee held by AAI will be released to the contractor without interest, subject to realization of dues, if any to be recovered from the contractor.

- Ø The contractor shall arrange character and antecedent verification and pay the fees required for Airport Entry Pass issued by BCAS in respect of manpower to be deployed inside Airport for the work. The contractor shall be responsible for misuse of any Entry passes and be liable for action by security agencies at the airport. Payment incurred on police verification , issue of entry passes and photo will be borne by contractor. Engaged manpower without valid entry passes will be treated as absent and necessary recovery will be made from the bill of contractor for this period. Engaged manpower shall follow all rules and regulations related to BCAS inside Airport. The Contractor shall be bound to adhere BCAS guidelines and updates himself with BCAS guidelines time to time for any security clearance. Non-issue of entry passes to deployed manpower due Non-compliance of BCAS guidelines shall be responsibility of Contractor. **The contractor shall be responsible for non-issue of entry passes to deploy manpower due non-compliance of BCAS guidelines. Successful bidder shall be bound for issuance of Airport Entry Passes to deployed manpower well in advance and follow all guidelines and SOP of different AAI sections as well as BCAS guidelines which is required to be follow at Airport premises. Successful bidder shall require to complete all formalities of BCAS i.e. character and antecedent verification of deployed manpower ,taking security clearance from BCAS for contract execution , deployment of ASCO (Aviation security Compliance Officer) on behalf of bidder / bidder itself, completion of AVSEC (Aviation Security induction course) induction course within given time limit , submission of Airport security program against this contract to BCAS, to do needful for approval / verified by BCAS of submitted Airport Security Program, to do needful for giving training of one day AVSEC awareness training to deployed manpower and issuance of Permanent / temporary Airport entry passes to deployed manpower . All cost expenditure towards above formalities will be borne by bidder only.**

**At present, cost charges towards completion of ACSO induction course is Rs. 17,700/- (including GST) and issuance of single Airport entry pass is Rs, 75/-. Cost mentioned above may changed in future and it is bidder responsibility to aware with this clause before participating in this bid. "Due to this inclusion of charges, Minimum floor price for service charge towards hiring of manpower is kept 7% in bid document.**

**After acceptance of this contract by bidder, Nothing will be entertained by this office regarding Airport Entry Passes of deployed manpower and it is the sole responsibility of bidder to do needful for issuance of Airport Entry Passes to deployed manpower . In case , bidder is unable to do needful for issuance**

**of Airport Entry Passes to deployed manpower then it will be considered as degradation of service by bidder and shall be taken as unauthorized absent of deployed manpower against this contract . Accordingly penalty or punishment will be imposed against bidder for non-compliance for the same which bidder shall have to accept unconditionally.**

- Ø The contractor shall carry out the jobs as per specifications of AAI and to its entire satisfaction. In case of any complaints either as regard to the nature of service or as regard to the manpower, the AAI shall intimate the contractor, who shall attend to the complaint promptly.
- Ø The contractor shall be responsible for the acts/and accidents committed by person employed by him either inside or outside of Airport.
- Ø The English version shall hold good, for the purpose of interpretation of any clause of this bid document.
- Ø Taxes as applicable and in force will be paid by as per prevailing rules.
- Ø **Purchase Preference under Public Procurement Policy** - Purchase Preference as per Government of India's Public Procurement Policy as admissible on the date of opening of bid will be provided to NSIC registered bidder.
- Ø **Liquidated Damages** -In case of delay to provide proper service during entire contract period, liquidated damages (L.D.) shall be levied @ 0.5% of the full value of uncompleted portion of service per week (part of week to be treated as one week) subject to a maximum of 10% of total contract value. **If delay in engaged manpower or unable to provide satisfactory service and unable to follow guidelines and SOPs of various sections of AAI during entire contract period and if it restricts the operation then LD shall be applicable to total value of contract with approval of Competent Authority.** Successful bidder shall replace or deployed manpower during the contract period immediately on demand from CNS-In-Charge. Any delay in engagement of manpower shall attract LD which shall be deducted from the performance Bank Guarantee or Current or Next RA bills as applicable. **In related to above, additional punishment such as debarment from participating in AAI tender, blacklisting etc. will be imposed against bidder by AAI for non-compliance which Bidder shall have to accept unconditionally.**

## Ø **FORCE MAJEURE**

- a. 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 contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in 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 un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. 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.
  - b. 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.
  - c. 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.
  - d. That the contractor proves that the said conditions have actually interfered with the carrying out of the contract.
  - e. That the contractor proves that the delay occurred is not due to his own action or lack of action.
  - f. 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.
- Ø The contractor shall provide a list of contracts workers engaged for this contract work along with their PF Account No. & ESI Registration Number.
- Ø **Completion Period:** The completion period of the Contract is One year which may be extended for one more year (on same Terms and Conditions), if required by AAI, on the satisfaction of the work carried out and will be reckoned from the 15 days after the date of issue of Work Order.
- Ø **Airport Entry Passes:**
- a) Issuance of AEP for the personnel deployed will be done as per BCAS norms. The same will depend upon the Back-Ground Verification Certificate produced by the Contractor for the personnel deployed. **However, a Temporary Pass will be issued to facilitate entry to the work spot to begin with. But contractor has to comply all statutory requirement for issue of permanent Airport Entry pass to deployed manpower within one month.**
  - b) Character and antecedent's verification for the firm/directors/partner/proprietor by the competent authority is a must for issue of AEP / Temporary AEP to personnel deployed. The contractor should submit relevant forms/details as required within 15 days of commencement of contract for the same.
  - c) The charges for issuing the passes should be borne by the contractor. The Contractor shall be responsible for the above process and also responsible of the misuse, if any, of the Passes issued.

## Ø **Compliance of the provisions of statutory requirements**

- a) The Contractor shall comply with all necessary Central / State Government / labour related Rules and Regulations of the Contract and the Contractor shall be responsible to maintain all requisite Documents for reference to Statutory Authorities and AAI as and when asked for. Any expenditure in compliance with the statutory requirements related to the Contract shall be borne by the Contractor.
- b) The contractor shall keep and maintain all records as are required to be maintained by the contractor under the contract labour (Regularization & Abolition) Act, 1970/ The factory act/ The payment of wages act/or any other applicable law, rules, 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 or under any such laws, rules or regulations.
- c) The AAI shall be entitled at all times to carry out 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 contractors 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 right or remedies available to AAI, constitute a ground for termination of the contract as though specifically set under clauses of bid document thereof.

Ø **Penalty:** 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. In case a labor is absent, a substitute shall be arranged by the contractor immediately. A fine of Rs. 650/- per day in addition to liquidated damage in case of the person deployed under this contract remains absent without verbal / written permission of AAI and no replacement is provided in lieu of that.

Ø **Over payments and under payments :**

- a) The contractor shall also be responsible for any damage to other public utility services / private property during the execution of the work and shall have to make good the loss for such damage, in accordance with the provisions for the recovery of losses by various departments / or imposition of penalty by any court of law.
- b) AAI reserve the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts , etc. AAI further reserve the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- c) If a result of such audit and technical examination any overpayment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by AAI from the contract or by any or all of the methods prescribed above or if any under payment is discovered the amount shall be duly paid to the contractor by AAI.

Ø **Precedence of Conditions of Contract:** These conditions of the Contract shall be read in conjunction with

h the “General Terms and Conditions of Contract” issued together with the amendments, corrections, enclosures, etc., along with the GeM bid Document and the provision of these conditions shall take precedence over the general conditions.

Ø **Safety Measures and Responsibilities**: It shall be the responsibility of the Contractor that all necessary safety measures and precautions are invariably ensured while performing the Contract Work. The Firm/ Contractor/Agency shall be solely responsible for any accident/medical/health related liability/compensation/insurance for the personnel deployed by the Firm/Contractor/Agency at AAI. AAI shall have no liability in this regard.

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Ø **Income Tax/Work Contract/Cess Deduction**: The Taxes will be recovered from each running Bill of the Contractor as per the prevailing Government Rules at the time of payment.

Ø **COMMERCIAL SPECIFICATION**: The Contractor shall be responsible for the following points during the period of Contract.

- a) The works awarded by these specifications shall be treated as Works Contract.
- b) The price quoted shall be firm for the contract period i.e. Profit quoted by contractor in price bid shall be firm during submission of bid. The Contractor shall not claim additional profit on difference of minimum wages, PF, ESI and bonus. However, the difference in minimum wages based on the actual payment made to the labour will be paid to the Contractor. The contractor has to submit the proof for the payment of GST, wages to the labour for reimbursement of difference of wages, PF, ESI, bonus. However, no additional amount such as contractor's premium will be paid on reimbursement.
- c) No advance payment shall be made to the Contractor.
- d) The Contractor will be bound by the Labour Laws, Industrial Rules and the Contract Labour (Regulations and Abolition) Act 1970 with up to date amendments. Contractor should obtain labour license of this contract within a period of three months. However, it should be ensured no payment will be released till the labour license obtained for this contract. It shall be the sole liability of contractor (including the Contracting firm / company) to obtain and to abide by all necessary license / permissions from the authority concerned as provided under the various labour legislations including the contract labour (Regularization & Abolition) Act, 1970.
- e) The contractor will be bound by the minimum wage act 1948 with time to time amendment. Difference in minimum wages based on the actual payment made to the labour and wages applicable at the time of submission of bid will be reimbursed including difference in EPF and ESI payment to the contractor on revision of minimum wages and no additional amount such as contractor's overhead & profit will be paid on this account.
- f) For the purpose of admitting the claim for reimbursement of statutory increase in wages paid by him, the contractor has to produce the required documentary evidence to the satisfaction of CNS-In-Charge.
- g) The contractor shall discharge obligations as provided under various applicable statutory Enactments including the Employees provident fund & Miscellaneous Provisions Act, 1952, the Employee state insurance (ESI) Act, 1948, the Contract labour (Regularization & Abolition) Act 1970, the Inter-state Migrant workman (Regulation of Employment & Conditions of Service) Act 1979, the mi

nimum Wages Act 1948, the payment of wages Act 1936 the Workman's Compensation Act 1923 and the other relevant Act, Rules and Regulations, Instructions etc. issued / enforced time to time .

- h) Maintaining of all the Records of the Workers deployed for the works as per Contract Labour (Regulation and Abolition) Act 1970.
- i) The contractor has to maintain wage register which shall be counter-signed by AAI representative with the remarks that "Certified that the amount shown in the column no.-----has been paid to the workman concerned". This register has to be produced for verification of the principal employer (AAI) as and when required.
- j) The contractor shall provide a list of contracts workers engaged for this contract work along with their PF Account number & ESI registration number and at each payment should confirm the ESI and PF contribution by showing it online to the CNS-In-Charge.
- k) The payment to the workman engaged by the contractor is to be paid through NEFT/RTGS/Cheque on or before 7<sup>th</sup> of every month irrespective of Saturday, Sunday or bank holiday. If any violation with respect to payment wages for any two months in a contract period, necessary action for cancellation of contract, debarring of Agency for participating in future contracts in AAI shall be initiated. The agency will not be allowed to participate in any of the tendering process in AAI till finalization of the decision. The documents should also comprise of the salary slip given to the employed labour in the prescribed format as per Annexure-XIV.
- l) On commencement of the contract, the contractor shall continue to have valid PF and ESI code number till conclusion of the contract. AAI reserve the right to withhold any payment if ESI and PF contributions are not paid by the contractor and proof to that effect have not been produced regularly by the contractor. Non-production of PF and ESI challans of monthly contributions before its due date of the every month by the contractor, shall be liable for action against the contractor and recovery / withheld @26% & 8% (RA bill amount) against PF & ESI respectively from their R/A bills shall be made. PF number, ESIC number and deductions thereof have to be mentioned in employees monthly salary slip.
- m) The payment to the deployed manpower should be on a prorata basis taking into account the leaves taken by them.
- n) The working hours of the deployed manpower should be adjusted / extended for ensuring the availability of personnel for any Operational requirement at the Airport.
- o) The mode of payment to engaged labour is ECS or cheque payment. No cash payment to labour shall be allowed throughout the contract period.
- p) The EPF & ESI amount paid to the statutory authorities by the contractor shall be reimbursed on Actual basis on submission of documentary evidence (Copy of monthly challans with name & number (EPF & ESI) of the engaged workers.

## संविदा की सामान्य शर्तें / **General Conditions of Contract**

1. Tender documents are not transferable.

2. One bidder shall submit only one tender.
3. Only one tender document shall be sold to a single party, either a firm or individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
4. A sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria, hence will be the basis for decision.
5. In case of partnership firms, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as guiding principle. Since the provisions are different in Tax laws, hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of present tender.
6. In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect is to be made at the time of application for tender form. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
7. It may be noted that the Earnest Money Deposit of the successful bidder shall be forfeited on account of non-compliance of any of the following.
  - (i) Non-Acceptance of work order within allowed time period on GeM portal.
8. Earnest Money Deposit / PBG of the successful bidder shall be forfeited and the bidder may be debarred for further participation in AAI's tender (s) for a period of three years, on account of non-compliance of any of the following.
  - (i) If at any stage it is found that the bid document, downloaded from GeM Portal, has been tempered or any unauthorized changes have been made in the contents of the tender. The decision of Airport Director in this regard shall be final and binding on the Contractor.

(ii) Disclosing relation or relations employed in the capacity of an officer in AAI to the authority inviting tenders.

9. Tender(s) will remain valid for a period of 180 days from the date of opening of financial bid. If any tenderer withdraw during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer (s) can withdraw their tender after the validity is over or may extend the validity of their tender (s) with the consent of AAI.

10. The bidder(s) shall give the list of his near relatives employed in AAI.

11. The successful bidder shall intimate the names of the persons employed by him or going to be employed, who are near relatives of AAI employees.

**Note:** - By the term "Near relative" is meant wife, husband and dependent parents, grandparents, children, grand children, brothers, sisters, uncle, aunt, cousins and their corresponding in laws.

12. No officer/Gazetted officer employed in Airport Authority of India service or the Government of India is allowed to work as a contractor for a period of two years of his retirement without the previous permission of the Airports Authority of India/Government of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Airports Authority of India/Government of India as aforesaid, before submission of the tender or engagement in the contractor's service.

13. The bid for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render bids of the contractors tendering as well as that of witnessing the bid liable to be summarily rejected.

14. The bid shall be in the prescribed form. Bid are invited on the basis of single packet system .

15. AAI shall not be responsible for any injury sustained by manpower of the Contractor due to any dispute between him and his workers.
16. AAI shall not pay any cost incurred in the preparation and submission of any bid or any cost incidental thereto.
17. Taxes as applicable in respect of this contract shall be payable by the contractor and may be deducted at source. Airports Authority of India will not entertain any claim whatsoever in this respect.

### Ø **GST and other taxes :**

1. The bidders/Service providers shall quote the rate excluding of GST. The lowest tender shall be decided on the basis of net cost to AAI which is excluding GST. The quantum of GST of item(s) shall be decided as per the prevailing GST act. The agency shall submit the invoice incorporating the full GST component at the time of submission of bill, this supersedes any other conditions about GST mentioned in any other part of the tender document.
2. In case of discrepancy in percentage and amount of GST quoted by the agency, the final calculation shall be corrected as per notified provisions of GST.
3. The payment for the GST component shall be made to the bidder on the receipt of proper tax invoice.
4. The bidder is required to provide Tax type and Tax Percentage. In case of composite works having component of SITC items, such as Electrical & mechanical Installation etc. should be identified separately with value of goods and services, Tax rate, amount of Tax so as to enable AAI to claim input Tax credit on such items.
5. The agency is required to submit an undertaking in the format attached as Annexure V regarding GST compliance.

#### 9. **Buyer Added Bid Specific ATC**

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

#### 10. **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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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 कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**