



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4970437
Dated/दिनांक : 21-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-07-2024 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-07-2024 14:30:00
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	Rhq - Er
Office Name/कार्यालय का नाम	Airports Authority Of India, Eastern Region
Item Category/मद केटगरी	Repair, Maintenance and Installation of Plant/ Systems/Equipments - Office Space; Furniture; Service Provider
Contract Period/अनुबंध अवधि	1 Month(s)
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 and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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) *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	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	186896.13

Bid Details/बिड विवरण

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 दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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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. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Buyer to mention scope of work:[1718954482.pdf](#)

Any other details to be mentioned by buyer for repair work:[1718954679.pdf](#)

Any other details to be mentioned by buyer for repair work:[1718954773.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
24-06-2024 13:00:00	O/o DGM(ATM), 3rd FLOOR ATS COMPLEX, AIRPORTS AUTHORITY OF INDIA, NSCBI AIRPORT, KOLKATA-700052

Repair, Maintenance And Installation Of Plant/ Systems/Equipments - Office Space; Furniture; Service Provider (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Premise	Office Space
Type of Item/Product/System to be repaired or Installed	Furniture
Consumables to be provided by	Service Provider
Spare parts to be provided by	Service Provider
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Estimated number of visits as per last year records	5

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Project based requirement (quantity to be kept as 1)	Additional Requirement/अतिरिक्त आवश्यकता
1	Binit Kumar Toppo	700052,ATS Complex NSCBI Airport	1	<ul style="list-style-type: none">Estimated Cost of Spare/Consumables/Items on Reimbursement basis in Rs (please input 0 if not applicable) : 238081

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

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 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.

3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

Following actions has to be taken by the bidder on commencement of the work for one month or till the time of completion of the work -

1. GENERAL INSTRUCTIONS

- The Contractor shall provide repair and maintenance (details with furniture tag number, the spares to be used and the work to be done are attached in **Annexure 11**) of furniture at the ATS Complex, NSCBI Airport in the manner and as per the instructions of the Client. All the furniture is **GODREJ & BOYCE MFG.CO.LTD.** made and the spares shall be of the same manufacturer.

- 1.2 To undertake maintenance and repair work of furniture items/articles, renovation/replacement of parts of chairs etc. works as per requirement, trained repair personnel should be engaged by the Contractor. The Contractor shall also provide the training certificates of the maintenance personnel as well as their background checks by the appropriate authorities.
- 1.3 The Contractor should use spares for repair works of chairs only recommended by **GODREJ & BOYCE MFG.CO.LTD** . The spares should be pre-approved by the Client. The Contractor should use consumables of good quality pre-approved by the Client.
- 1.4 The Contractor shall attend the complaints received from the concerned officials during the execution of the work.
- 1.5 The work is to be carried out in the premises of the Client's Office. Only such work as cannot be done in the Client's premises would be allowed to be done outside and no extra charges to be paid by the Client.
- 1.6 The Contractor shall ensure that all personnel are fully conversant with the Client's premises and with the Client's business activities.

2. SUPERVISION

- 2.1 The Contractor shall provide a supervisor who shall ensure that all the repair and maintenance works are done by the repair personnel properly, failing which it shall invite penalties as prescribed by GeM portal.
- 2.2 The Supervisor shall be the first line of contact for Client, who shall report to the officer-in-charge for all requirements.
- 2.3 The Contractor shall exercise adequate supervision to ensure proper performance of maintenance in accordance with the requirements without interrupting the Client's day to day work.

3. DEPLOYMENT OF MAINTENANCE PERSONNEL AND SUPERVISOR

- 3.1 The maintenance personnel and supervisor shall be deployed by the Officer In-Charge of AAI for the work of maintenance and repair.
- 3.2 The Contractor shall ensure that all the furniture as mentioned in the Annexure undergo proper maintenance and repair as per the Scope of the work.

4. SCOPE OF WORK-CONTRACTOR

4.1 Contractor must provide photo identity card to its employees / supervisors for the issue of Airport Entry Pass on a temporary basis. The same shall be coordinated prior to entry of the personnel so that the work can be completed on time.

4.2 The Contractor must provide a checklist of furniture (floor wise), parts replaced and work done as mentioned in the Annexure to the Supervisor as well as the Officer-In-Charge for verification of the same.

4.3 Employment of child labour shall lead to the termination of the contract at the risk of own -cost of the Contractor. Contractor shall deal with and settle the matters related with repair and maintenance works. It shall totally indemnify Client in this regard.

4.4 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

4.5 Contractor's personnel shall always be disciplined and the personnel deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of repair work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc . during performance of his/her duty. It shall indemnify Client in all respects under this contract .

4.6 Be it private or public areas, the Contractor's personnel shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.

4.7 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.

4.8 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.

4.9 All the consumables and spares parts to be provided by the service provider.

4.10 The repair jobs carried out by the firm are to be given 01 year guarantee / warranty from the date of completion of job. If the item becomes defective during the guarantee / warranty period, the same will have to be repaired / replaced by the Contractor free of cost at his own expenses. Failure to do so, the amount as deemed fit by the Client will lead to penalty and further to arbitration.

1. SCOPE OF WORK - FOR SERVICES

Following Works to be executed by the Contractor:

1.1 Maintenance personnel shall follow the instructions of Supervisor in coordination with the Officer In-Charge of the Client.

1.2 Maintenance personnel shall make sure that the chairs to ATS units and office are available at placed at the same positions after the repair and maintenance from where it was initially taken for maintenance.

1.3 Any damage of what so ever, Contractor will have to bear the cost of repair or replacement. If damage cannot be repaired or replaced, contract will have to pay the compensation to AAI as decided by AAI. Decision of AAI will be final in this regard.

6. CODE OF CONDUCT

The Contractor shall strictly observe that its personnel:

- ü Are always smartly turned out and vigilant.
- ü Take charges of their duties properly and thoroughly.
- ü Perform their duties with honesty and sincerity.
- ü Extend respect to all Officers and staff of the office of the Client.
- ü Shall not drink on duty, or come drunk and report for duty.
- ü Will not gossip or chit chat while on duty.
- ü Will never sleep while on duty post.
- ü Will not read newspaper or magazine while on duty.
- ü Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Vendor Control and the Client.
- ü When in doubt, approach concerned person immediately.
- ü Get themselves checked by security personnel whenever they go out.
- ü Shall not smoke in the office premises.

CONFIDENTIALITY

- ü The phone number and movement plan of the client shall not be given to anyone.
- ü The following information about the client shall not be given to anyone.
- ü Car make, colour and number of any officer(s)/official(s).
- ü Telephone no./ any other information.
- ü Location and movement plans.
- ü Meetings and conference schedules.
- ü Site plan of the premises.
- ü Travel details of the clients.
- ü Assets of the office.

TELEPHONE HANDLING

- ü The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

PATROLLING PROCEDURES

- ü The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff.
- ü The Supervisor will keep a watch on the activities of the deployed staff.
- ü If he finds anything unusual / untoward, a written report must be given to the officer-in-charge.

4. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

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 15% of total value.

6. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, 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.

7. **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.

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Please refer to ATC for bid specifications.

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9. **Buyer Added Bid Specific ATC**

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

10. **Purchase Preference (State)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 / State of Bid inviting authority. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100 percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

11. **Buyer Added Bid Specific SLA**

Text Clause(s)

ANNEXURE-3

GENERAL CONDITIONS OF CONTRACT

1. GENERAL RULES AND DIRECTIONS

- a. Not more than one Tender shall be submitted by a contractor or a firm. Not more than one concerned in which an individual is interested as Proprietor and/or partner shall tender for the execution of the same work. If they do so, all such Tenders shall be liable to be rejected.
- b. Tender must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
- c. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm. Bank details shall be furnished by the firm through an application duly signed by all partners for payment to the firm through bank transfer.
- d. Any person who submits a tender shall fill up the prescribed BOQ (if any), stating at lumpsum amount he is willing to undertake each item of the work. Tenderers, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected.

The estimated cost of spare parts is **Rs 2,38,081.52 including GST (Rupees Two Lakhs Thirty Eight Thousand Eighty One Paise Fifty Two including GST)** which will be reimbursed to the bidder. Over the cost of spares, the bidders shall quote the lumpsum amount including GST (or as the provisions of GeM portal) for repair and maintenance work which shall include cleaning of furniture and labour charges for fitting, transportation charges and any other consumable charges.

- e. GST is applicable and shall be paid to the contractor, for any taxable service rendered by the agency to AAI, against a valid GST invoice as per terms and conditions of the contract.
- f. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his representative. The Contract will normally be awarded to the qualified and responsive bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents as well as per GeM policy and the Accepting Authority shall be the sole judge in this regard.
- g. The tender for the work shall not be witnessed by a contractor or contractors/ bidders who himself / themselves has / have tendered or who may and has / have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

2. REJECTION OF TENDER

- a. AAI reserves the right to reject any or part of the tender without assigning any reason. The documents submitted by the tenderer shall not be returned. AAI also reserves the right at its sole discretion not to award any order under this tender call. This decision does not commit AAI to pay any costs or loss incurred directly or indirectly whatsoever.
- b. If the tenderer deliberately gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded and to forfeit the earnest money, absolutely (in case if applicable).
- c. Canvassing in any form in connection with the tenders is strictly prohibited and the tender submitted by firms who resort to canvassing are liable for rejection.
- d. Tender in which any of the particulars and prescribed information are missing or are incomplete, in any respect and /or prescribed conditions are not fulfilled, shall be considered non-responsive and is liable to be rejected.
- e. No correspondence shall be entertained from the tenderers after the opening of Price bid of the tender unless called by AAI.
- f. Tenderer with incomplete/ ambiguous details are liable to be rejected.

ted without seeking any further clarification.

- g. If at any stage, any information/ documents submitted by the applicant are found to be false; the agency shall be liable for debarment from tendering in AAI, apart from any other appropriate legal action

3. AAI will not be responsible for any delay due to link failure/ internet problem etc. in respect of submission/ receipt of any documents or in submission of e-bid. Bidders who are intending to submit responsive e-Bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the bidder to make sure that the required documents/e-bid is submitted in time.
4. The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.
5. The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor.
6. The Contractor shall provide maintenance services at Client's premises as per Schedule of Work / Requirements which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.
7. The Contractor shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel. The personnel engaged by the Contractor shall be dressed in neat and clean uniform.
8. The contractor shall ensure that all the relevant **authorization letter s/ bills/ licenses/ registrations/ permissions** which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the **appropriate penalties**. The documents relevant in this regard shall be provided by the contractor to the client on demand.

CONDITIONS OF CONTRACT

1. DEFINITION

The contract means the documents forming the tender and acceptance thereof and the formal agreement / agreements executed between the competent authority(s) on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Officer-in-Charge and all these documents taken together, shall be deemed to form one contract.

In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

- a. The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such services, be rendered and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
- b. The **Contractor / Tenderer / Bidder** shall mean the individual, firm or company whether incorporated or not, Joint Venture / Consortium undertaking the works and shall include the legal personal representative of such individual or the persons constituting such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- c. **The Chairman** means the Chairman of Airports Authority of India and his Successors.
- d. The **Officer-in-Charge** means the Operations Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India.
- e. **AAI or Airports Authority of India** shall mean the Chairman of Airports Authority of India.
- f. **Accepting Authority** shall mean the General Manager (ATM) AAI, NSCBIA.
- g. **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, terrorism, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightning and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Airports Authority of India of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Airports Authority of India's faulty design of works.
- h. **Department** means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.
- i. **Tendered value** means the value of the entire work as stipulated in the letter of award.

2. SCOPE AND PERFORMANCE

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

3. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

4. SUFFICIENCY OF TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

6. PERFORMANCE GUARANTEE

- 3.1 The Performance Guarantee is not required as the estimate of work is less than the amount of Rupees Five Lakhs (Rs 5,00,000/-) as per GeM policy.

CLAUSES OF CONTRACT

CLAUSE 1: Foreclosure of contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender or during the progress of work the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope the Officer-in-Charge shall give notice in writing to that effect to the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

CLAUSE 2: Labour laws to be complied by the Contractor

The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other construction workers

(Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfil these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 3: No labour below the age of fourteen years shall be employed on the work.

CLAUSE 4: Payment of wages

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Payment of wages:

- i) The contractor shall pay to labour employed by him directly, wages not less than fair wages as defined in the Minimum Wages as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.
- ii) The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto, and the rule made thereunder from time to time.
- iii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

CLAUSE 5

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All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Officer-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 6: With-holding and lien in respect of sums due from contractor

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Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Officer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the performance security, if any deposited by the contractor and for the purpose aforesaid, the Officer-in-Charge and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Officer-in-Charge or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Officer-in Charge of the AAI or any contracting person through the Officer-in-Charge pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Officer-in-Charge or AAI will be kept withheld or retained as such by the Officer-in-Charge or AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Officer-in-Charge or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

CLAUSE 7: Levy/Taxes/ fee payable by Contractor

Rates to be quoted by the parties should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. GST, as applicable, shall be paid to the contractor, for any taxable supply / services rendered by the agency to AAI, against a valid GST invoice as per terms and conditions of the contract.

CLAUSE 8: Termination of contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Officer-in-charge on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 9: If relative working in AAI then the contractor not allowed to tender

The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of work. He shall also intimate the names of persons who are working with him in any capacity or / are subsequently employed by him and who are near relatives to any officer of AAI. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage.

NOTE: By the term “near relatives” is meant wife, husband, parents and Grand parents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

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CLAUSE 10: Force Majeure

16.1 Force Majeure

16.1.1 As used in the Agreement the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of event, if it affects the performance by the Party claiming the benefit of Force Majeure (“Affected Party”) of its obligations under this Agreement and which act or event

(i) is beyond the reasonable control of the Affected Party, or

(ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, or

(iii) has material adverse effect on the Affected Party.

16.1.2. A Force Majeure Event shall mean one or more of the following acts or events:

(i) nation-wide lawful strike or lockout by persons other than the Concessionaire's /agency's personnel , employees and workmen; or

(ii) acts of God, fire, flood, lightning, storm, tornado, earthquake, landslide, soil erosion, epidemics, pandemics, volcanic activity, tsunami or other natural disaster excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Airport by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the performance of obligations under this Agreement; or

(iii) loss of or serious accidental damage at the Airport; or

(iv) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, rebellion , terrorism, revolution, insurrection, military or usurped power, blockade, embargo, hostilities (whether war declared or not), revolution, riot, bombs or civil commotion or civil war; or

(v) any act, event or circumstance of a nature analogous to the foregoing.

Provided further that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

(i) failure or inability to make any payment; or

(ii) the effect of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event; or

(iii) strikes or labour disputes of any kind or collective bargaining agreements, by/of Concessionaire/agency, resulting in a delay or stoppage of work (other than strikes, labour disputes on a nationwide basis); or

(iv) economic hardship.

17.2 Duty to Report Force Majeure Event

17.2.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 38 with evidence in support thereof;
- (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (iv) any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified in accordance with Clause 38.2.1, the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

16.2.2 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 17.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

16.3 Allocation of Costs Arising out of Force Majeure

16.3.1 Upon occurrence of any Force Majeure Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

16.3.2 Save and except as expressly provided in this Clause 17, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

16.4 Effect of Force Majeure Event

16.4.1 The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

16.4.2 It is agreed by the Parties that when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

16.5 Termination notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 38, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

ANNEXURE-4

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 Special Conditions of Contract shall be read in conjunction with General Conditions of Contract, scope of work and any other documents forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2. COMPLETION SCHEDULE

- 2.1 The completion period for this work is fifteen days and the work has to be executed as per the defined scope of work.
- 2.2 No additional payment shall be made to the agency for any additional shift work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by Officer In-Charge or his authorized representative.
- 2.3 After determining the successful Lowest Bidder, Client shall issue Acceptance (LoA) through GeM portal. Successful bidder will have to visit **O/o Deputy General Manager (ATM), Kolkata** within one month of the issuance of acceptance to arrange to start the work. The successful bidder shall also complete the work within fifteen days from the start of work.

3. GENERAL OVERVIEW

- 3.1 In case of any loss or damage to any item during repair, it shall be the liability of the Contractor. The Client, at its discretion, shall deduct total cost of the item or any part thereof from the bills of the Contractor.
- 3.2 The Client shall have the right to have any personnel providing maintenance removed who is considered to be undesirable.
- 3.3 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 3.4 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their duty under this Contract.
- 3.5 The payments will be released on submission of bills or any other documents required by AAI to process the bills. Submission of copies of authenticated documents of payments of GST e.g. payment receipt, B2B copy, Airports Authority of India prescribed undertaking etc.
- 3.6 Contract may be terminated / or closed by giving one month's notice without assigning any reason and no claim whatsoever in this regard shall be entertained.
- 3.7 In case of any dispute, the decision of Officer in-Charge shall be final and binding. This contract shall be subject to the exclusive jurisdiction of the High Court of Kolkata, West Bengal.

4. LIST OF ACTS AND OMISSIONS FOR WHICH PENALTY CAN BE IMPOSED AND ACTION TAKEN AGAINST THE DEFAULTING WORKER/ WORKERS

- a. Wilful insubordination or disobedience, whether alone or in combination with other.
- b. Theft fraud or dishonesty in connection with the agencies beside a business or property of AAI.

- c. Taking or giving bribes or any illegal gratifications
- d. Drunkenness, fighting, riotous, misbehaviour, disorderly or indifferent behaviour.
- e. Habitual negligence.
- f. Smoking near or around the area where combustible or other materials are locked.
- g. Habitual Indiscipline.
- h. Causing damage to work in the progress or to property of the AAI or of the agency.
- i. Malingering or slowing down work.
- j. Unauthorized use of employer's property manufacturing or making of unauthorized particles at the work place.
- k. Making false complaints and/or misleading statements.
- l. Engaging on trade within the premises of the establishments.
- m. Any unauthorized divulgence of business affairs of the employees.
- n. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
- o. Holding meeting inside the premises without previous sanction of the employers.
- p. Threatening or intimidating any workman or employer during the working hours within the premises.
- q. Listening music on Mobile / Other Devices.
- r. Not attending the phone calls.
- s. Any misbehaviour with AAI employees on phone or in person.

In case of unsatisfactory performance, AAI may terminate the contract without giving any compensation.

5. SECURITY / WORKING IN RESTRICTED AREA

5.1 The work is required at Kolkata Airport, which is a sensitive and high security zone. The successful agency has to follow the security requirements in his day-to-day work.

5.2 The successful agency shall be sensitive and responsive to the safety and security factors, which are of primary importance in today's Airport Environment. Bidders are expected to include security as a consideration in all aspects of their planning

5.3 In the event of any restrictions being imposed by the agency, AAI, or any other authority having jurisdiction in the area on the working or movement of labour/material, the agency shall strictly follow such restrictions and nothing extra shall be payable to the agency on this account. The loss of time on this account, if any, shall have to be made up by agency by generating additional resources etc.

6. PAYMENT

The payment will be made to the Contractor as per the payment terms of the contract which will be generated by GeM portal. No additional charges can be claimed by the Contractor. The Contractor has to provide all documents related to payments in hardcopy as well as softcopy in the GeM portal. The list of documents required will be provided to the successful bidder after the completion of the work.

7. DAMAGE TO PERSON AND PROPERTY

The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any person or any property whatsoever, which may arise out of or in consequence of the works prescribed under Scope of Work by them and against all claims, demands, and proceedings of or in relation thereof.

8. INSPECTION OF SITE

The Officer-in-Charge or his authorized representative shall have full power to inspect the workplace and workmanship of the contractor's works. Acceptance of any work shall in no way relieve the contractor of his responsibility for meeting the requirement.

9. BYE-LAWS

The contractor shall indemnify AAI against all claims in respect of patent rights, design, trademarks of name or other protected rights in respect of any plant, machine, work or materials used for or in connection with the work or temporary works and from and against all claims, demands proceedings, cost, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages, costs and charges of all and every sort that may be legally incurred in respect thereto.

10. DEVIATION FROM THE SPECIFICATIONS, STIPULATION, AND CONDITIONS

The Contractor is not to vary specifications, stipulation, conditions of tender document or instructions to execute any work of any kind whatsoever unless so authorized by the officer-in Charge in writing. For any extra work involved in consequence of some breach of this contract on the part of the contractor(s), no extra payment will be admissible to the contractor.

11. VALIDITY OF TENDER

The tender must be valid up to 90 days from the **date of opening of Tender**. The tenderer shall not be entitled during the said period without the consent in writing of AAI to revoke or cancel the offer or to vary any terms thereof. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the Officer-in-Charge.

12. PENALTY FOR DEFICIENCY IN SERVICES

12.1 Provisions with respect to penalties in GeM contract for this work will be applicable.

In the case of GeM contract, not having any provision of penalties, following penalties will be applicable to the Contractor.

- 12.2 For delay in completion of the work beyond the stipulated schedule of completion, one percent of the order value will be deducted from payable amount for delay of every one day.
- 12.3 The spare parts will be checked and verified for genuity from **GODREJ & BOYCE MFG.CO.LTD.** If the spare parts are found not to be from the same manufacturer, a total value of twenty percent will be demanded as penalty and the contract may be terminated.

12. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

13. Generic

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

ATS Complex
AAI
NSCBI Airport
Kolkata
Pin-700052
.

14. 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.

15. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

16. 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.

17. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

18. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

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.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---