

Bid Document

Bid Details	
Bid End Date/Time	23-09-2021 11:00:00
Bid Opening Date/Time	23-09-2021 11:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Civil Aviation
Department Name	Airports Authority Of India (aai)
Organisation Name	Rhq - Er
Office Name	Airports Authority Of India, Eastern Region
Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; Multi-tasking Staff , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Office Supervisor
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the Bidder	24 Lakh (s)
MSE Exemption for Years Of Experience	Yes
Startup Exemption for Years of Experience and Turnover	No
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	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) *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	No
Time allowed for Technical Clarifications during technical evaluation	7 Days
Estimated Bid Value	5587579
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. 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.
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

Annual turnover Required by Buyer in Crores:0.24 (24 Lakhs)

The Bidder should have executed at least X No. projects with contract value not less than yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Experience is not required. However, bidders are advised to upload completion certificates, which will be required to decide successful bidder in case more than one bidder quote same lowest rate.

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Experience is not required. However, bidders are advised to upload completion certificates, which will be required to decide successful bidder in case more than one bidder quote same lowest rate.

Geographic Presence: Office registration certificate:Kolkata, West Bengal, India

Please upload the list of resources alongwith quantity of each type of resource to be continued by the successful bidder/Service Provider under the new contract as per the Terms and Conditions of new contract concluded on the basis of this bid alongwith approval of Competent Authority.:[1629974735.pdf](#)

Scope of work & Job description:[1629974464.pdf](#)

Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required:[1629974743.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
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13-09-2021 11:00:00

ATS COMPLEX, NSCBI AIRPORT, KOLKATA, WEST BENGAL-700052, MOBILE NO.- 8250135783

Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Multi-tasking Staff (21)**Technical Specifications**

Specification	Values
Core	
Skill Category	Unskilled
Type of Function	Admin
List of Profiles	Multi-tasking Staff
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	
Certifications/ Trainings	No

Additional Specification Documents**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Service Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Service Number of Resources to be hired	Additional Requirement
1	Binit Kumar Toppo	700052,ATS Complex NSCBI Airport	21	<ul style="list-style-type: none"> • Bonus (INR per day) : 0 • ELDI (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • ESI (INR per day) : 0 • Minimum daily wage (INR) exclusive of GST : 645 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Provident Fund (INR per day) : 0 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Office Supervisor (2)

Technical Specifications

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Office Supervisor
Educational Qualification	Graduate
Specialization	Specialization not required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA

Specification	Values
District	NA
Addon(s)	
Certifications/ Trainings	No

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Service Number of Resources to be hired	Additional Requirement
1	Binit Kumar Toppo	700052,ATS Complex NSCBI Airport	2	<ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 784 • Provident Fund (INR per day) : 0 • ELDI (INR per day) : 0 • ESI (INR per day) : 0 • Bonus (INR per day) : 0 • EPF Admin Charge (INR per day) : 0 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Buyer Added Bid Specific Additional Terms and Conditions

- Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address ATS COMPLEX,NSCBI AIRPORT,KOLKATA,WEST BENGAL-700052 -----
- Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. 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](#)
4. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
5. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
6. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
7. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
8.
 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.
9. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
10. **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.
11. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product 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.
12. 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.
13. Buyer Added text based ATC clauses

Please refer BID DOCUMENT (1629974464.pdf) for Buyer added ATC clauses.
14. **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#), conditons 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 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.

---Thank You---



Bid Document No. AAI/GM(ATM)/KOL/ 01/2021

Dated 26.08.2021

BID DOCUMENT

For '**Job contract for Operational Conservancy in ATS units of Kolkata on 24hour basis during the year 2021-22**'

For bid details, please refer following GeM bid document:

Bid No. GEM/2021/B/1469228

Date: 26/08/2021

Contact person: BINIT KUMAR TOPPO, AGM(ATC),
ATS COMPLEX, NSCBI AIRPORT,
KOLKATA-700052
PHONE NO.- 033 25119600 Extn 2433, 2556



BID DOCUMENTS FOR

“Hiring of manpower services (Un-skilled and Skilled) to work as Multitasking staff and office supervisors

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Annexure 6- Technical Bid Form

Annexure 7- Acceptance of Terms and condition of Bid.

Annexure 8- Undertaking for none of the relatives being employee of AAI.

Annexure 9- Undertaking for compliance of statutory obligations.



Bid Document No. AAI/GM(ATM)/KOL/ 01/2021

Dated 26.08.2021

ANNEXURE-1

Acceptance of AAI's terms and conditions

(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through GeM Portal)

Date:

To

Gen. Manager (ATM),
Airports Authority of India,
ATS Complex, 1st Floor, N.S.C.B.I. Airport,
Kolkata – 700 052.

SUB. : INTEGRITY PACT

Sir,

1. The Bid documents for the work "Job contract for Operational Conservancy in ATS units of Kolkata on 24-hour basis during the year 2021-22." have been issued to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the bid documents made available to me/us in the office of Asstt. Gen. Manager (ATC), AAI, ATS Complex, 3rd Floor, N.S.C.B.I. Airport, Kolkata, which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the terms and conditions of AAI's bid documents in its entirety for the above work.
3. The contents of the Bid documents have been noted after unconditionally accepting the terms and conditions in its entirety. It is not permissible to upload any additional file or put any remark(s) / conditions(s) in/along with the bid Document and the same has been followed in the present case. In case, any provision of the bid document is violated after opening of bids, I/we agree that the bid shall be rejected.
4. **"That, I /We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bill, and further if any officer of AAI asks for bribe/gratification, I/We will immediately report it to the Appropriate Authority in AAI".**

Yours faithfully,

Signature of authorised person with Stamp

(Authorised person shall attach a copy of Authorisation for signing on behalf of Bidding company)



ANNEXURE-2

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 Office of the General manager (ATM), Airport Authority of India, NSCBI Airport, Kolkata-700052, hereinafter referred to as the 'Client' invites e-bids (ONLINE BIDS) UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH Government e-Marketplace (GeM) from MSME firms having registered office in the state of West Bengal for providing manpower for **Job contract for Operational Conservancy in ATS units of Kolkata on 24-hour basis during the year 2021-22.**
- 1.2 While all efforts have been made to avoid errors in the drafting of the bid document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.
- 1.3 The Bidder should download the Bid document through GeM Portal and upload it again at the time of submission of the bid with signature and stamp in token of the Bidder having acquainted himself/themselves and accepted the entire Bid including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, or any other requirements, stipulated in the bid documents are liable to be rejected.
- 1.6 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement from the Office of the General manager (ATM), Airport Authority of India, NSCBI Airport, Kolkata-700052. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.7 The requirements of number of manpower as mentioned in the bid document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. Accordingly, the contract cost is also liable to increase/ decrease.



2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically:

- a. The bidder should have valid registration as a MSME with Ministry of Micro, Small and Medium Enterprises, Government of India for activity of manpower supply or similar services.
- b. The Bidder should have a legal status, it can be a registered Proprietorship Firm/ Partnership Firm/ Company under Companies Act having legal entity with all statutory licenses/ registration for carrying out such activities like registration with labour department, PF Act, 1952, ESI Act, 1948, Income Tax Act etc. A proof for supporting the legal validity of the Bidder shall be submitted.
- c. The bidder should have valid Permanent Account Number (PAN), GSTIN (Valid GST Registration No.), valid EPF & ESI Registration.
- d. The bidder should be regular income tax and GST payer.
- e. The Bidder should have annualized average turnover of Rs 23,94,966.00 or more against work completed during last three years ending 31st March 2021.
- f. The bidder should have its office located in the state of West Bengal. The Bidder should submit documentary proof for the same.

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(b), self-attested copy of Incorporation Certificate issued by the Companies Registrar/concerned authority shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(c), self-attested copy of PAN, GST Registration, EPF Registration, ESI Registration, EPF challan for month within one year, ESI challan for month within one year shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(d), self-attested copy of ITR last three financial years and latest GST/Service Tax Return shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(e), self-attested copy of the audited balance sheets (audited by Chartered Accountant) for the complete three financial years i.e. 2018-19, 2019-20 and 2020-21 shall only be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(f), self-attested copy of the address proof issued by government of India, government of West Bengal or any local government bodies.
- (vi) In proof of having fully adhered to minimum eligibility criteria at 2(a), self-attested copy of the document issued by Ministry of Micro, Small and Medium Enterprises, Government of India for activity of manpower supply or similar services.
- (vii) Other documents as per Clause 6 of Annexure-2



3. EARNEST MONEY DEPOSIT:

- 3.1 The Earnest Money Deposit is not required as the bids are invited from MSME only, who are exempted from Earnest Money.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 90 days from the last date of submission of Bids.

- 4.2 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

5. PREPARATION AND SUBMISSION OF E-BIDS IN GeM PORTAL

- 5.1 The bid document, along with terms and conditions, has been uploaded on GeM Portal. The bidders can log on to the website and see the bid document. The Bidders shall be required to submit Technical and Financial Bids through GeM Portal electronically using valid GeM ID. More information useful for submitting online bids on the GeM Portal may be obtained.

- 5.2 The bidders who are desirous of participating in e-procurement shall submit their Bids in two bid system i.e. Technical Bids and Financial Bids through GeM Portal.

- 5.3 The bidders should upload the scanned copies of all relevant certificates, documents etc. as per the requirements contained in Clause 6 of Annexure 2 of the Bid Document in support of their Technical bids. The bidder should sign on all statements, documents etc. uploaded by him, owning responsibility for their correctness/authenticity.

- 5.4 The Bidder should upload the financial bids as per the instructions contained in the Bid Document on GeM Portal.

- 5.5 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal).

- 5.6 The important dates are mentioned in Bid document.

6. TECHNICAL BID

The Bidder shall be required to follow the procedures as specified above and submit the Technical Bid online through GeM Portal. The following documents shall comprise Technical Bid :-



- a. Annexure-1 : The Bidder shall be required to print " Integrity Pact ' as per Annexure-1 on entity's letterhead, sign, scan and upload it online with the Bid in GeM Portal.
- b. Annexure-7: The Bidder shall be required to submit a undertaking on as per Annexure-7 to the effect of acceptance of the terms and conditions of the Bid Document. The Bidder shall ensure that copy of the undertaking is scanned and uploaded in GeM Portal.
- c. Annexure 8 : The Bidder shall be required to submit a undertaking as per Annexure-8 to the effect that none of the relatives of the Bidder are employees of Client and that the bidder has not been convicted of an offence under the Prevention of Corruption Act, 1988 and the bidder has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. The Bidder shall ensure that copy of the undertaking is scanned and uploaded in GeM Portal.
- d. Annexure-9: The Bidder shall be required to submit a undertaking as per Annexure-9 to the effect that they will comply with all the statutory obligations. The Bidder shall ensure that copy of the undertaking is scanned and uploaded in GeM Portal
- e. Annexure 6 : The Bidder shall be required to sign, scan and upload the Technical Bid Form as per Annexure 6 in GeM Portal.
- f. Documents in support of Minimum Eligibility Criteria : The Bidder shall be required to upload each of the document online through GeM Portal as mentioned in Clause 2.1 of Annexure-2 of the Bid Document in support of their fulfilment of minimum eligibility criteria.
- g. Certificate of Satisfactorily/successfully completion of work issued by the government bodies or public sector undertakings for work of supply of manpower or similar work completed in last three years from the date of publication of this document in GeM portal.

7. FINANCIAL BID:

- 7.1 The Bidder should quote rate of service charges for each and every category of manpower in terms of percentage of minimum wages. If rate is not quoted for all the category of manpower, the bid will not be valid and hence the same will be rejected. The consolidated price will be taken into consideration while awarding of contract to the successful bidder.



- 7.2 The rates of service charges quoted shall be firm and final. The rates of service charges should be percentage of minimum wages of one worker of different skill categories. The rates so quoted shall cover the cost of uniform, overhead cost, charges of GeM portal, fee/cost to get the airport entry pass for workers and profit margin etc. The applicable statutory expenses i.e. Minimum Wages, EPF, ESI, Bonus, GST etc. will be reimbursed on submission of proof of such payments.
- 7.3 The bidders shall quote the rate of service charges in positive number only. Bids of bidders quoting service charges in negative number will be rejected.
- 7.4 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing in conventional manner.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

9. TECHNICAL BID EVALUATION

9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.

9.2 The technical bid evaluation shall be done based on the following criteria:

- (i) That the Bidder has signed, scanned and uploaded copy of the Integrity Pact ' as per Annexure-1 in the prescribed format in GeM Portal.
- (ii) That the Bidder has signed, scanned and uploaded the Technical Bid Form as per Annexure 6 in the prescribed format in GeM Portal.
- (iii) That the Bidder has scanned and uploaded a copy of undertaking as per Annexure 7 in the prescribed format in GeM Portal.



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Dated 26.08.2021

- (iv) That the Bidder has scanned and uploaded a copy undertaking as per Annexure 8 in the prescribed format in GeM Portal.
- (v) That the Bidder has scanned and uploaded a copy undertaking as per Annexure 9 in the prescribed format in GeM Portal.
- (vi) That the Bidder meets the minimum eligibility criteria as per Clause 2.1 of Annexure 2 and has uploaded copies of all documents required in support of minimum eligibility criteria as per clause 2.1 of Annexure-2.

9.3 The bids shall be summarily rejected, if the bid is submitted other than through online (GeM Portal) within stipulated date / time as mentioned in bid document.

9.4 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the bid document, shall be rejected.

9.5 The Financial bids of only those bidders which qualifies in the technical evaluation stage shall be further processed. Bid manager will intimate the bidders, the time/ venue for the Financial Bid opening .

10. FINANCIAL BID OPENING PROCEDURE

10.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be opened on the appointed date and time.

10.2 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

10.3 If the consolidated price of more than one bidders are the same and the lowest , bidder who has completed highest total amount of similar works in last three years as per completion certificate submitted by bidders will be the successful bidder.

11. RIGHT OF ACCEPTANCE:

11.1 The Office of the General Manager (ATM), Airports Authority of India, NSCBI Airport Kolkata-700052, reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of Airports Authority of India in this regard shall be final and binding.

11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass the work shall render the bidder's bids liable for rejection.

11.3 The competent authority of Airports Authority of India reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.



- 11.4 In case of failure to comply with the provisions of the terms and conditions of the contract by the agency (ies) that has/have been awarded the contract, the competent authority of Airports Authority of India reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 11.5 The office of the General Manager (ATM), Airports Authority of India, NSCBI Airport Kolkata-700052 may terminate the Contract if it is found that the Contractor is black listed/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

12. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE/WORK ORDER'

- 12.1 After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance(LoA)/work order, in duplicate, to the successful lowest bidding Agency(s) / Firm(s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.
- 12.2 The issuance of the Letter of Acceptance/work order to the bidder shall constitute an integral part and it will be a binding to the contract.
- 12.3 The time taken between the date of issue of LoA/workorder and Notice to Proceed shall not prevent the contractor for mobilization.



ANNEXURE-3

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement” The word “Agreement” and “Contract” has been used interchangeably.

Party The word “party” means the Successful Bidder to whom the work of providing manpower services has been awarded and the Client “Airports Authority of India (AAI)”.

Letter of Shall mean the intent of the Client to engage the successful bidder for acceptance providing manpower services in its premises

Notice to Shall mean the date at which the manpower services are to commence in Proceed Client’s premises

‘Confidential Information’ shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.

Termination Shall mean the date specified in the notice of Termination given by either Date” Party to the other Party, from which the Contract shall stand terminated.

Termination Notice Shall mean the notice of Termination given by either Party to the other Party.

Contractor Shall mean the successful bidder to whom the work of providing manpower services in Client’ premises have been awarded.

The Officer-in-Charge means the 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.



1.2 CONFIDENTIALITY

1.2.1 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.

1.2.2 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.

2 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

2.1 The security deposit at the rate of 10% (Ten Percent) of bill amount of each running bill will be deducted. The security deposit so accumulated will be refunded after expiry of defect liability period of three months. Defect liability period will commence from the day of successful completion of the work. Any applicable fine or recovery will be adjusted from the accumulated security deposit. Contractor will have to request in writing for refund of security deposit.

2.2 If the contract is terminated before the contract period, the security deposit will be refunded by the client to contractor without any interest.

3. NOTICE TO PROCEED

After the acceptance of the LoA/work order and securing Performance Bank Guarantee from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorising him to provide manpower in the Office at the specified locations.

4. SIGNING OF CONTRACT AGREEMENT

4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 Client shall prepare the draft Articles of Agreement, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.



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- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. SERVICES REQUIRED BY THE CLIENT

- 5.1 The Contractor shall be providing manpower services in Client's premises as per the details given herein, or any other location as required by the Client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.
- 5.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 5.3 The Contractor shall provide manpower services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

6. COMMENCEMENT OF SERVICES

- 6.1 The Contractor shall commence manpower services in Client's premises within 30 days from the date of receipt of Notice to Proceed.

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The Contractor shall provide manpower 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.
- 7.2 The Contractor shall provide manpower services through its uniformed personnel for the performance of its services hereunder and these personnel deployed shall be workers of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI , EPF, Bonus etc.) shall be paid by the Contractor.



- 7.3 The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities every month. The contractor shall submit to the client the list of EPF Account numbers of the outsourced manpower, copy of annual EPF slip, copy of ESI card. The details of submission of EPF and ESI contribution to the concerned authorities by the contractor shall be submitted on every month to the Client.
- 7.3.1 Further, the Contractor shall also be required to submit an undertaking with the monthly bills that they have paid the monthly dues of EPF/ESI to the respective authorities.
- 7.4 The Contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 7.5 The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the Client, emergencies, exempted.
- 7.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Manpower Services in accordance with Schedule of Requirements.
- 7.8 The Contractor shall issue identity cards / identification documents to all its workers who will be instructed by the Contractor to display the same.
- 7.9 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 employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.10 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its workers and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.11 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost year.
- 7.12 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the Contractor quarterly.
- 7.13 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.



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7.14 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.

7.15 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.

7.16 The Contractor shall not employ any person below the age of 18 years old.

7.17 The client will have option to replace the provided manpower in case of non-performance, non-delivery or in any other exceptional case, however replacement of the manpower will be in same category with same degree of skills, educational qualification and number of years of experience, also prior approval for the same shall be obtained from client.

7.17 Contractor's Personnel

7.17.1 The Contractor shall submit its Organisation 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.

7.17.2 The personnel engaged by the Contractor shall be dressed in neat and clean uniform.

8. CONTRACTOR'S LIABILITY

8.1 The Contractor shall completely indemnify and hold harmless the Client and its workers 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 or any of its workers engaged in the provision of the manpower services to the Client.

8.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

8.2.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

8.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its workers engaged in the provision of manpower Services to the Client.



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8.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

8.4 The contractor shall ensure that all the relevant 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.

9. CLIENT'S OBLIGATIONS

9.1 Except as expressly otherwise provided, the Client shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Contractor's workers to carry out the Services.

9.2 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's workers or agents in connection with the Services as soon as possible after the Client becomes aware of them.

9.3 To enable the Contractor to provide the manpower services, the Client shall ensure that their officers are available to provide such assistance.

9.4 The Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any "employee-employer" relationship with any of the workers of the Contractor.

9.5 The Client will provide work space (seating area, work desk, furniture etc.) for the manpower provided by the contractor.

9.6 Client will provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationary, printer, electricity, internet etc.

9.7 The Client will make necessary arrangements for use of basic facilities like drinking water supply/ machines, cafeteria, washrooms, rest room etc. for manpower working at Client's premise/ designated premise.

10. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client



shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client.

11. PAYMENTS

11.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the manpower services.

11.2 The prices shall be exclusive of any GST/ service tax, education cess, secondary and higher education cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

11.3 The Contractor shall raise invoice per month and submit the same to Client by 15th of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.

11.4 The Contract shall be valid for a period of one year. No price escalation, other than minimum wages revision, shall be entertained by the Client during the period.

11.5 In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Client shall pay the contractor the difference in wage from the amount mentioned in the contract on pro rata basis.

11.6 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the bid document.

11.7 All payments shall be made by bank transfer only, after deducting TDS, as per the rules of the Government and as applicable from time to time.

11.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

11.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

11.10 Client shall not be liable for any payment of any administrative charges incurred by the contractor on account of disbursement of insurance claim/ EPF/ ESI etc. towards its workers



12. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

12.1. "Force majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and pandemic;
- (iv) Earthquake, fire, flood or cyclone, or other natural disasters.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

12.2 the date of commencement of the event of Force Majeure;

12.3 the nature and extent of the event of Force Majeure;

12.4 the estimated Force Majeure Period,

12.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

12.6 the measures which the Affected Party has taken or proposes to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

12.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

13. TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

13.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or



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13.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor.

13.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit shall be forfeited.

13.2.2 if the Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements.

13.2.3 the Contractor goes bankrupt and becomes insolvent.

14. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

15. INSOLVENCY

15.1 The competent authority of Airports Authority of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.



- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

16. CURRENCIES OF BID AND PAYMENTS

16.1 The Bidder shall submit his price bid in Indian Rupees and payments under this contract will be made in Indian Rupees.

17. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

17.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Kolkata and the decision of the arbitrator shall be final and binding on the parties.

17.2 Jurisdiction of Court : This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Kolkata.

18. CORRUPT OR FRAUDULENT PRACTICES

- 18.1 The Contractors shall observe the highest standard of ethics during the period of the contract.
- 18.2 Airports Authority of India shall reject the Bid, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 18.3 Airports Authority of India will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 18.4 AAI's office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.



ANNEXURE-4 SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The special conditions of Contract shall supplement the General Conditions of the Contract (GCC) as contained in ANNEXURE-3.

2. INDEMNIFICATION:

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. LABOUR LAW COMPLIANCES

- 3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

- (a) All wages allied benefits such as leave, ESI, PF, Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.
- (b) It is mandatory that the workers must be paid through bank transfer only.

- 3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESI in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against workers, payment of provident fund contributions, payment of gratuities and payment of bonuses.



- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the workers/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 3.5 The Contractor shall submit periodical returns as may be specified from time to time.
4. OFFICIAL RECORDS :
- 4.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in Client's office.
- 4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 4.3 The Contractor shall furnish an undertaking that within twenty days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of workers with Certificate that the same has been deposited with ESIC / EPFO Commissioners.
- 4.4 Each monthly bill must accompany the:
- List of workers with their date of engagement
 - The amount of wages (The Contractor shall ensure that minimum wages are paid to all the workers with all the benefits (such as ESI/ EPF/ Bonus etc.)
 - Copies of authenticated documents of payments of such contributions to EPFO/ESIC
 - Declaration of the Contractor regarding compliance of Amount of EPF / ESI
 - Proof of GST payment of previous running bill.
- 4.5 The Contractor shall also prepare a register indicating all payments / dues in respect of all the workers.



ANNEXURE-5

SCHEDULE OF WORKS/ SERVICES TO BE PROVIDED

In this Schedule of Requirements, the details of manpower services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor's workers posted at the Clients' site and all such other aspect of the Contracts are to be mentioned.

1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instructions of the Client.
- 1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.
- 1.3 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.
- 1.4 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with the requirements.
- 1.6 The Contractor shall issue identity cards to all its workers who will be instructed by the Contractor to display the same at all times. The contractor shall provide uniform to its workers. The uniform should comprise of formal shirts, pants and shoes. The contractor shall ensure that his/her workers are in uniform and their face and hair are properly groomed when at workplace. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.7 The personnel of the Contractor shall not be the workers of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

2. SUPERVISION

- 2.1 The skilled manpower provided by the contractor will the supervisors for the work, who shall ensure that all the duties as mentioned in this document may assigned differently by the officer-in-charge, failing which it shall invite penalties as prescribed.



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- 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 ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF, ESI, Bonus etc. with concerned authorities or providing of ESI facilities to the manpower are fulfilled through Contractor.

3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF MANPOWER

- 3.1 The Client intends to outsource manpower for deployment in different categories such as unskilled and skilled Non-Technical Supervisory Staff as per the norms of the Government to carry out the job of operational conservancy in ATS units of Kolkata.
- 3.2 The manpower appointed in different categories shall be deployed by the Client for the work as multitasking staff and office supervisor or any other category as deemed fit by the Client as per the provisions of para 3.1 above.
- 3.3 The Contractor shall ensure that except that of the Service Margin all other levies (Wages, ESI, EPF, Bonus etc.), which are charged to Client are passed on to the deployed workers.
- 3.4 The requirements of manpower in each of the category shall be as under:

Category	Tentative Requirement of Manpower	Criteria for hired manpower
Unskilled (Multi-tasking staff)	21	Minimum X Standard passed.
Skilled (Office Supervisor)	02	Minimum Graduate in any stream and having minimum three years of experience.

4. PENALTIES

S	Description	Penalty/ Fine		
		1st Instance	2nd Instance	3rd Instance
1	Non-deployment of total manpower	Up to 15 Days, @1 % per day of the total value and Beyond 15 days	Up to 15 Days, @2 % per day of the total value	Cancellation of the contract with cancellation



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S	Description	Penalty/ Fine		
		1st Instance	2nd Instance	3rd Instance
	mentioned in the contract as per the date of joining	cancellation of the contract with cancellation charges @ 10% of the order value.	and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.	charges @ 10% of the order value
2	If worker of contractor is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act.	-	-
3	If the worker of contractor is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of worker within 2 days.	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of worker within 2 days/ cancellation of contract as decided by the client depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value



S	Description	Penalty/ Fine		
		1st Instance	2nd Instance	3rd Instance
4	If the worker of contractor is found responsible for disobedience/ misconduct	Warning/ counselling of worker as decided by the Client depending on the gravity of the act	Warning/ counselling/ Immediate replacement of worker within 2 days as decided by the Client and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value
5	If the worker of contractor is absent or takes leave for more than 2 days without informing or taking prior approval.	Substitute within 2 days failing which, @ 1 % per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days failing which,@ 3 % per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
6	If the worker of contractor is found responsible for adopting illegal and foul methods or exercising any	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the	Cancellation of the contract with cancellation charges @ 10% of the order value	-



S	Description	Penalty/ Fine		
		1st Instance	2nd Instance	3rd Instance
	corrupt practice in collusion with any third party or officials at the workplace	client depending on the gravity of the act.		
7	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both worker of contractor and employer share)	Rs. 100 per day for each default, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day for each default, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Client	Cancellation of the contract with cancellation charges @ 10% of the order value

5. SCOPE OF WORK-CONTRACTOR

- 5.1 Contractor must provide standard and clean liveries to its workers / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 5.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 5.3 Contractor must employ adult personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage,



address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.

- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 5.5 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; 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.
- 5.6 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall have requisite experience and skills for carrying out a wide variety of 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.
- 5.7 Be it private or public areas, the Contractor's workers 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.
- 5.8 Contractor's workers 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.
- 5.9 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.
- 5.10 The payments to its workers shall be disbursed by the Contractor through Bank Account remittance. The Contractor shall be required to produce details of bank transfer along with the monthly invoice to the Client.
- 5.11 ATS complex where contractor has to deploy the manpower is a security restricted area and AEP(Airport Entry Pass) issued by BCAS (Bureau of Civil Aviation Security) is required. Contractor has to deploy persons having all the documents required by BCAS to issue the AEP. Contractor shall be responsible to get the AEP for the workers.

6. SCOPE OF WORK – FOR SERVICES

- 6.1 Contractor's personnel shall be deployed at ATS units, situated at ATS complex, NSCBI Airport, Kolkata.
- 6.2 Operational conservancy is the essential function of Air traffic Service, which is operational 24 hours a day and 365 days a year. The unskilled workers of Contractor have to be deployed in 8 hours shift converging 24 hours in a day for 365 days in the following manner:



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SI No.	Name of ATS units in the group	Number of worker to be deployed
1	TWR, SMC and CLD	1
2	ACC/OCC	2
3	ATS Briefing	1
4	WSO, ARR, DEPR and SEQN	1
5	AIS	1
6	Off duty	1

6.3 Unskilled personnel have to perform following work:

- a. In ATS units where flight progress strips are used, the used flight progress strips with holders are kept by ATCOs in the designated baskets. Such used flight progress strips have to be removed from strip holders. Flight progress strips so removed have to be bundled date wise and at the end of the shift handed over to the AAI personnel as time to time notified by Officer-in-charge. The empty flight progress strip holders have to be kept in basket designated for empty holders. It is the responsibility of the worker deployed in the ATS unit to make sure that there is sufficient number of empty holders at all the time. If there is shortage of empty holders in the unit, same may be arranged from other units.
- b. In ATS units where printed or written messages are generated, messages have to be bundled date wise or handed over to other ATS units/offices as instructed by ATCOs of the unit. At the end of the shift, messages so bundled have to be handed over to the AAI personnel as time to time notified by Officer-in-charge.
- c. Upkeep of the work position tables and the ATS units and other related offices.
- d. Any other work assigned by duty officer of the ATS unit where worker is deployed, the shift supervisor (WSO) or the Officer-in-charge.

6.4 Skilled personnel of the Contractor will be the supervisors for the work, who will prepare the rosters for deployment of the unskilled workers and make sure the availability of unskilled manpower as mentioned above. The skilled personnel shall maintain the attendance of themselves and the unskilled workers. They shall also assist the officer-in-charge in processing the bills, Airport Entry Pass applications of the contractual workers and any other work assigned by the officer-in-charge.

7. CODE OF CONDUCT :

The Contractor shall strictly observe that its personnel:

- ☐ Are always smartly turned out and vigilant.
- ☐ Are punctual and arrive at least 15 minutes before start of their duty time.



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- ☐ Take charges of their duties properly and thoroughly.
- ☐ Perform their duties with honesty and sincerity.
- ☐ Read and understand their post and site instructions and follow the same.
- ☐ Extend respect to all Officers and staff of the office of the Client.
- ☐ Shall not drink on duty, or come drunk and report for duty.
- ☐ Will not gossip or chit chat while on duty.
- ☐ Will never sleep while on duty post.
- ☐ Will not read newspaper or magazine while on duty.
- ☐ Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Contractor and the Client.
- ☐ When in doubt, approach concerned officers immediately.
- ☐ Get themselves checked by security personnel whenever they go out.
- ☐ Do not entertain visitors.
- ☐ Shall not smoke in the office premises.
- ☐ Do not use mobile phone inside ATS units.

CONFIDENTIALITY

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

TELEPHONE HANDLING

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

PATROLLING PROCEDURES

- ☐ The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff.
- ☐ The Supervisor will keep a watch on the activities of the deployed staff.



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- ☐ If he finds anything unusual / untoward, a written report must be given to the officer-in-charge.

Approved By

-sd-

The General Manager (ATM),
ATS COMPLEX, NSCBI AIRPORT,
KOLKATA-700052



ANNEXURE-6
TECHNICAL BID FORM

1. Name of the firm.....
2. Name of the authorised person submitting the Bid "Shri/Smt/Ms.....
3. Designation of the authorized person submitting the Bid.....
4. Name, Designation, address and Mobile Number of alternate person.....
.....
5. Address of the firm
.....
.....
6. Tel no. with STD code (O).....(Fax).....(R).....
7. Mobile No. of the person submitting the Bid.....
8. E-mail of the person submitting the Bid.....
9. Organization's email ID..... 10. Website
Address.....
11. Registration & incorporation particulars of the firm:
i) Private Limited ii) Public Limited iii) Any other – Please
specify.....
12. Name of Director(s).....
13. Email ID of Director (s).....
14. Mobile Number of Director (s).....
15. Permanent Income Tax number, Income Tax circle
16. GST No.
17. EPF Registration No.



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18. ESI Registration No.
19. Description of similar work of providing similar service during the last three years in Public Sector under taking or Government Departments

Description Of Work /order executed	Actual Value of work / order executed	Name of Government Department / PSU	Start Date	Finish Date	Completion Certificate (Yes/No)

Details of Uploaded Documents:

2.	Copy of PAN	Yes/No
3.	Copy of GST	Yes/No
4.	Copies of Last three years Balance Sheet	Yes/No
5.	Copies of ITR for the last three years	Yes/No
6.	Experience Certificates and Work orders	Yes/No
7.	Annexure-1	Yes/No
8.	Annexure-6	Yes/No
9.	Annexure-7	Yes/No
10.	Annexure-8	Yes/No
11.	Annexure-9	Yes/No
12.	MSME Certificate	Yes/No
13.	EPF Registration and latest challan	Yes/No
14.	ESI Registration and latest challan	Yes/No
13	Latest GST return	Yes/No

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....



ANNEXURE-7

UNDERTAKING

For Acceptance of Terms and condition of Bid

(A copy of this undertaking should be scanned and uploaded in the GeM Portal .)

1. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the bid document No.....dated.....and undertake to comply with them unconditionally.
2. That the rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. That I/We give the rights to the competent authority of Airports Authority of India to forfeit the Security deposit submitted/accumulated in case of breach of conditions of Contract and take action for blacklisting my/our agency.
4. That I/We also give rights to the competent authority of Airports Authority of India to blacklist our agency in case our agency fail to accept the work order and/or execute the contract agreement, or in cases of negligence in executing the contract, or in case of breach of contract.
5. That I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed or debarred us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
6. That I hereby undertake to provide the service as per the directions given in the bid document/contract agreement.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....



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Dated 26.08.2021

ANNEXURE-8

UNDERTAKING

for none of the relatives being employee of AAI

(A copy of this undertaking should be scanned and uploaded in the GeM Portal .)

- (i) That I, the undersigned that my firm has not been convicted of an offence under the Prevention of Corruption Act, 1988.
- (ii) That my firm has not been convicted under the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (iii) That I hereby certify that none of my/our relative(s) as defined in the bid document is/are employed in Airports Authority of India as per details given in bid document. In case at any stage, it is found that the information given by me is false/incorrect, Airports Authority of India shall have the absolute right to take any action including termination of the Contract as deemed fit/without any prior intimation to me.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....



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ANNEXURE-9

UNDERTAKING

For compliance of statutory obligations

(A copy of this undertaking should be scanned and uploaded in the GeM Portal .)

- (i) I/we undertake that the workers employed would be paid at least minimum wages (both for skilled and unskilled) as per orders of Govt. of India and/or Govt. of West Bengal and oblige all statutory requirements with respect to ESI, EPF, Bonus and other labour compliances etc., with reference to those workers in accordance with the conditions of the contract.

Place:

Date:

Dated Signature of Bidder along with Stamp.....

Name of the Bidder.....