



AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT

Tender Fee: Rs.1180.00 (Inc. GST)

E-Tender Only

NOTICE INVITING TENDER

Tender No.	2020_AAI_58671
Ref No.	2020_AAI_58671
TITLE	Job contract for provision of manpower for ESS Up keeping of Terminal and Ancillary buildings at Tirupati Airport
Last Date for Sale of Tender Online	07/10/2020 Till 1100 Hrs
Last Date for Submission of Tender Online	07/10/2020 Till 1100 Hrs
Date of Opening of Tender Envelope-A	08/10/2020 Till 1100 Hrs

THIS IS CERTIFIED THAT THIS NIT DOCUMENT CONTAINS TOTAL 22 PAGES



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**AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT**

NOTICE INVITING TENDER

E-Tenders from eligible bidders are invited by ASST GENERAL MANAGER (OPERATIONS), TIRUPATI AIRPORT on behalf of Chairman, and Airports Authority of India for the work as detailed below:

1	Name of Work: “Job contract for provision of manpower for ESS Up keeping of Terminal and Ancillary buildings at Tirupati Airport”
2	Period of Contract: This contract is initially for a period of SIX months or till finalization of the regular MESS (Mechanized Environmental Support Services) contract or Whichever is earlier. The Contract may be renewed on the expiry for a further period (up to six months), subject to satisfactory service rendered by the Contractor during the six months of the Contractor or depends upon the requirement.
3	Estimated Cost: Rs. 55,03,544 (Rupees Fifty Five Lakh Three Thousand Five hundred and Forty Four only) excluding GST, Bonus, EPF & ESI.
4	Cost of Tender: Rs. 1180.00(Rs.1000+GST@18%)
4.1	Tender documents shall be obtained from Airports Authority of India through Central Public Procurement Portal (URL http://etenders.gov.in/eprocure/app) only, Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: http://etenders.gov.in) by using valid Digital Signature Certificates on the CPP portal up to 07/10/2020 (1100 Hrs) , Bidders, who have positive intent to participate, can create a bid response only through CPP portal (e-Procurement), after offline payment of non-refundable tender fee. Duly complete e-bid response shall be submitted on the CPP e- procurement tender portal only along with the EMD. Any amendment or corrigendum to the tender document shall be posted only on CPP portal (e-Procurement) URL (https://etenders.gov.in/eprocure/app).
4.2	Exemption from paying tender fees & Earnest Money Deposit. Micro and small Enterprises (MSEs) registered with District Industries Centre’s or khadi and village Industries Commission or Khadi Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as MSMED Act. 2006 for goods produced and services rendered shall be issued tender documents free of cost and shall be exempted from paying earnest money deposit (EMD).

4.3	<p>The Tenderer shall upload the required documents in 02 Envelopes.</p> <p>Envelope A: The Envelop A shall contain scanned copies of all the documents as per ANNEXURE-4.</p> <p>Envelope B: The tenderer shall upload the digitally signed Bill of Quantities in Envelope B</p> <p>Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and be filled in the editable (un-protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.</p> <p>Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.</p>
5	Eligibility Criteria:
5.1	The firm/contractor should have valid License issued by Regional Labour Commissioner as per prevalent Govt. rules (If applicable for this tender).
5.2	<p>Agency Should have valid registration on the date of issue of tender in appropriate class of CPWD/ MES/ P&T/ RAILWAYS/ STATE PWD/ PSUs/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata</p> <p style="text-align: center;">OR</p> <p>Agency specialized in the similar nature of work and Registered with Registrar of Companies/Firms/Central Govt. /State Govt. and Should have satisfactorily completed. (Phase/part completion of the scope of work in a contract shall not be considered), however pre-determined phasing of the work will be accepted) three works, each of Rs. 22,01,418/- (40% of estimated cost) or two works each of Rs. 27,51,772/- (50% of estimated cost) or one work of Rs. 44,02,836/- (80% of estimated cost) in single Job contract of un-skilled/semi-skilled/skilled manpower during last 07 (Seven) years ending on 31/03/2020 in India.</p> <p>(Firms showing work experience certificate from Non-Government/ Non PSU organizations should submit 'Tax Deduction at Source certificate' in support of their claim for having experience of stipulated value of works.)</p>
5.3	ANNUALIZED AVERAGE FINANCIAL TURNOVER: The bidder firm shall have Annualized Average Financial Turnover of at least INR 16,51,064 (30% of estimated cost) or more during last three financial years, ending 31 st March of previous year. As a proof of financial turnover for the last THREE YEARS, a certificate from Chartered Accountant shall be submitted by bidder. Copy of abridged Balance Sheet along with Profit & Loss account of the firm (bidder) for last THREE YEARS shall also be submitted.
6	No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
7	Airport Director, Airports Authority of India, Tirupati Airport - 517520 shall be the accepting Authority herein after, referred to as such for the purpose of this contract.
7.1	Conditional tender will be summarily rejected.
8	Rates:

8.1	Rates quoted shall be inclusive of minimum wages, contractor profit etc. as per government rules. If increase in minimum wages than the existing minimum wages rate during contract period, same (difference in minimum wages) shall be reimbursed to contractor on production of documentary evidence. No additional payment such as contractor profit will be reimbursed due to increased wages.
8.2	The rates once approved shall be final and no escalation/deviation shall be accepted under any circumstances.
9	Earnest Money Deposit: Rs. 1,10,075.00/- (Rs. One Lakh Ten Thousand and Seventy Five only)

9.1	Each tender shall accompany the EARNEST MONEY DEPOSIT of the value of Rs. 1,10,075.00 (2% of estimated cost) only, shall be accepted ONLINE ONLY. in the form of NEFT/RTGS only. Account Name: Senior Manager (ATC), Revenue, AAI. Account Type : Current, Account No: 75520200000085, Bank Name: Vijaya Bank (Now Bank of Baroda), Branch Name: Tirupati and IFSC code: BARB0VJTIPA. Scanned copy of EMD and Tender fee paid receipt shall be uploaded in CPP Portal.																		
9.2	No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.																		
9.3	The EMD of those tenderers whose technical bids were found not suitable and rejected by competent authority will be refunded after the completion of the technical evaluation process.																		
9.4	The EMD of the bidders other than the lowest bidder will be refunded.																		
9.5	The EMD of the successful bidder will be treated and converted as part of the security deposit.																		
9.6	The EMD amount shall be forfeited in the following events. <ul style="list-style-type: none"> a. After issue of work order, failure to execute the work as on stipulated date will entail for forfeiture of EMD. b. If any tenderer withdraws his tender during the period of validity, his EMD shall be forfeited. 																		
10	Security Deposit: The contractor shall deposit 10% of the contract value towards security deposit in the form of NEFT/RTGS only. Account Name: Senior Manager (ATC), Revenue, AAI. Account Type : Current, Account No: 75520200000085, Bank Name: Vijaya Bank (Now Bank of Baroda), Branch Name: Tirupati and IFSC code: BARB0VJTIPA																		
10.1	After completion of work, Asst General Manager (Operations) shall, on demand from the Contractor, refund to him the security deposit, provided that, the Asst General Manager (Operations) is satisfied that there is no demand outstanding against the Contractor.																		
11	Important Dates :																		
	<table border="1"> <tr> <td>1. Publishing Date</td> <td>28/09/2020 (1800 Hrs)</td> </tr> <tr> <td>2. Bid Document Download/Sale Start Date</td> <td>28/09/2020 (1800 Hrs)</td> </tr> <tr> <td>3. Clarification Start Date</td> <td>28/09/2020 (1800 Hrs)</td> </tr> <tr> <td>4. Bid Document Download/Sale End Date</td> <td>07/10/2020 (1100 Hrs)</td> </tr> <tr> <td>5. Clarification End Date</td> <td>07/10/2020 (1000 Hrs)</td> </tr> <tr> <td>6. Bid Submission Start Date</td> <td>28/09/2020 (1800 Hrs)</td> </tr> <tr> <td>7. Bid Submission End Date</td> <td>07/10/2020 (1100 Hrs)</td> </tr> <tr> <td>8. Bid Opening Date: Envelope A</td> <td>08/10/2020 (1100 Hrs)</td> </tr> <tr> <td>9. Bid Opening Date: Envelope B</td> <td>08/10/2020 (1700 Hrs)</td> </tr> </table>	1. Publishing Date	28/09/2020 (1800 Hrs)	2. Bid Document Download/Sale Start Date	28/09/2020 (1800 Hrs)	3. Clarification Start Date	28/09/2020 (1800 Hrs)	4. Bid Document Download/Sale End Date	07/10/2020 (1100 Hrs)	5. Clarification End Date	07/10/2020 (1000 Hrs)	6. Bid Submission Start Date	28/09/2020 (1800 Hrs)	7. Bid Submission End Date	07/10/2020 (1100 Hrs)	8. Bid Opening Date: Envelope A	08/10/2020 (1100 Hrs)	9. Bid Opening Date: Envelope B	08/10/2020 (1700 Hrs)
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12	<p>A responsive bidder is one who submits priced tender and accepts all terms and conditions of the contract documents.</p> <p>a) A Tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.</p> <p>b) The Accepting Authority reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.</p>
13	<p>The Tenderer shall not be permitted to tender for works in Airports Authority of India, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and their near relatives who are working in any office of Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years.</p>
14	<p>The Tender for works shall remain open for acceptance for a period of One Eighty days from the date of opening of Technical Bid. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.</p>
15	<p>A Tenderer shall submit the Tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:</p> <p>a) Forfeit the entire amount of EMD submitted the firm.</p> <p>b) Debar the firm for minimum three years to tender for AAI in any name/ style.</p>
16	<p>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 to the Officer-In-Charge.</p>
17	<p>MODE OF SUBMISSION OF TENDERS:</p> <ol style="list-style-type: none"> 1. The tendering process is online at NIC Central Public Procurement Portal URL address http://etenders.gov.in/eprocure/app. Aspiring bidders may go through the tender document by Login CPP Portal. 2. Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at “Instruction for online bid submission”, register themselves at NIC e-tender portal, obtain ‘User ID’ & ‘Password’ and go through the ‘Self Help files’ available in the Home Page after log in to the portal http://etenders.gov.in. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 day time. 3. Tender document may be downloaded from CPP portal: https://etender.gov.in/eprocure/app
17.1	<p>THE OTHERS DOCUMENTS TO BE UPLOADED IN CPP PORTAL ARE LISTED AS UNDER:</p>
17.1.1	<p>The firm/contractor should have valid License issued by Regional Labor Commissioner as per Govt. prevalent rule (if applicable).</p>

17.1.2	<p>Agency Should have valid registration on the date of issue of tender in appropriate class of CPWD/ MES/ P&T/ RAILWAYS/ STATE PWD/ PSUs/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata</p> <p style="text-align: center;">OR</p> <p>Agency specialized in the similar nature of work and Registered with Registrar of Companies/Firms/Central Govt./State Govt. and Should have satisfactorily completed (#Phase/part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted) three works, each of Rs. 22,01,418/- (40% of estimated cost) or two works each of Rs. 27,51,772/- (50% of estimated cost) or one work of Rs 44,02,836/- (80% of estimated cost) in single Job contract of un-skilled/semi-skilled/skilled manpower during last 07(Seven) years ending on 31/03/2020 in India.</p> <p>(Firms showing work experience certificate from Non-Government/ Non PSU organizations should submit 'Tax Deduction at Source certificate' in support of their claim for having experience of stipulated value of works).</p>
17.1.3	The bidder shall upload copy of PAN card along with copy of Income Tax return of last three years.
17.1.4	Unconditional acceptance of AAI's Tender Conditions as attached. (As per Annexure 1)
17.1.5	Declaration (As per Annexure 2)
17.1.6	Self-attested Copy of G.S.T. Registration.
17.1.7	Self-attested Copy of E.P.F Registration.
17.1.8	Self-attested Copy of E.S.I.C. Registration.
17.1.9	Memorandum of Association or Partnership Deed or proprietorship deed as the case may be.
17.1.10	"Power of attorney" in case person other than the tenderer has signed the tender document.
17.1.11	An undertaking regarding minimum wages (As per annexure-3).
17.1.12	Details of firm bank account along with scanned copy of cancelled cheque. Also contact No., address and e-mail on company letter head to be submitted.
17.1.13	Check List (Annexure 4)
17.1.14	Tender Documents issued by AAI, digitally signed on each page by the Tenderer. All performas forming part of the Tender documents shall be filled in, digitally signed by the Tenderer.
17.1.15	Self-attested Registration copy of NSIC/MSME certificate (if applicable) to get concession in tender fee and EMD.
17.1.16	CA Certified Firms Turnover certificate for the last 03 years ending 31/03/2020.
17.2	The rates shall be in whole numbers and shall be entered in figures on CPP Portal
17.3	NO CONDITION, WHATSOEVER, SHOULD BE STIPULATED IN THIS PART.
17.3.1	Non-submission of any of the aforesaid documents or submission of any of the aforesaid documents in a manner which is in non-conformance with the relevant clause of the tender document shall result in rejection of tender.
17.3.2	Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.
18	This notice of Tender shall form part of the contract documents. The successful Tenderer /contractor, on acceptance of his Tender by the Accepting Authority, shall within 30 days from the date of award of work, sign the contract consisting of Notice inviting Tenders, General conditions of contract, special/additional condition, General Specifications, Tender conditions as issued at the time of invitation of Tender and

	acceptance thereof with any correspondence leading there to. The successful tenderer has to submit valid license for the awarded work issued by RLC within 30 days, before commencement the work (if applicable).
19	Tender document are non-transferable.
20	Notification of Award: Notification of Award of contract will be made in writing to the successful Bidder. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.



AIRPORTS AUTHORITY OF INDIA
Tirupati Airport

GENERAL CONDITIONS OF CONTRACT

Sl. No.	INTERPRETATION AND DEFINITION
1	Singular & Plural: Where the context so requires, words importing the singular only also include the plural and vice-versa.
2	Headings and Marginal Notes to Conditions: Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
3	Definitions:
3.1	AAI shall mean Airports Authority of India having its headquarters at New Delhi and includes a duly authorized representative of AAI or any other person empowered in this behalf by AAI to discharge all or any of its functions.
3.2	The “Accepting Authority” shall mean the Airport Director, Tirupati Airport, Airports Authority of India.
3.3	The “Contract” shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between AAI and the Contractor together with the documents referred to therein including these Conditions with appendices and any special Conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
3.4	The “Contractor” shall mean the individual or firm or company whether incorporated or not, Joint Venture/Consortium undertaking the works and shall include legal representative of such individual or persons composing such firm or incorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
3.5	The Contract Sum shall mean the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
3.6	A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
3.7	“Asst General Manager (Operations)” shall mean the Officer or Officer’s appointed by the Accepting Authority or his duly authorized representative who shall direct, supervise and be in charge of the works for purpose of this contract.
3.8	“Excepted Risks” are risk due to riots (otherwise than among Contractor’s employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign hostilities, civil war, rebellion, revolution, insurrection, military or unsorted power, any acts of Government, damage 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.

3.9	Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by AAI or the Standard Schedule or Rates prescribed by AAI and the amendments thereto issued from time to time.
3.10	A “Week” shall mean seven days without regard to the number of hours worked in any day in that week.
3.11	“Tendered Value” means the value of the entire work as stipulated in the letter of award.
4	Work to be carried out:
4.1	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, which may be required in preparation of that and in the full and entire execution and completion of the Works.
5	Inspection of work:
5.1	The Contractor shall satisfy himself before submitting his tender as to the form and nature of the work, the quantities and materials necessary for the completion of the Work, he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
6	Sufficiency of Tender:
6.1	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 of the Works.
7	Discrepancies and Adjustment of Errors:
7.1	The several documents forming the, Contract are to be taken as mutually explanatory of one another, Special Conditions in preference to General Conditions.
7.2	In the case of discrepancies between Schedule of Quantities, the Specifications, the following order of preference shall be observed (a) Description in Schedule of Quantities. (b) Particular Specification and Special Conditions if any.
7.3	If there are varying or conflicting provision made in anyone document forming part of the Contract, the Accepting Authority shall be deciding authority with regard to the intention of the document.
8	If on check there are found to be differences between the rates given by the contractor in words and figures, the rates whichever is lower will be taken as correct.
9	The rates once approved shall be final and no escalation/ deviation shall be accepted under any circumstances.
10	Time: This contract is initially for a period of six months commencing from “Service Commencing Date” as indicated in the contract document. The Contract may be renewed at expiry for a further period of six months subject to satisfactory service rendered by the Contractor during the first year of the Contract.

11	Security Pass: The personnel deputed for the work by the Firm/Contractor/Agency shall be issued temporary Airport Entry Permit (TAEP) by Security department of AAI. The contractor has to submit the police verification report and other required documents of the persons for the same before the start of work, at own cost. The contractor shall be responsible for misuse of any TAEP and be liable for action by security agencies at the airport.
12	The EPF, ESI, Bonus & GST amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence. (Copy of monthly challans with name & number (EPF & ESI) of the engaged workers). AAI shall reimburse only Employers contribution in EPF & ESIC.
14	Contract Labour Regulations
14.1	It shall be the sole liability of contractor (Including the Contracting firm/ Company) to obtain and to abide by all necessary license/ permissions from the authority concerned as provided under the various labour legislations including the Contract labour (Regularization & Abolition) Act, 1970.
14.2	The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract labour (Regularization & Abolition) Act 1970, the Inter-State Migrant workman (Regulation of Employment & Conditions of Service) Act 1979, the minimum Wages Act 1948, the payment of Wages Act 1936 the Workman's Compensation Act 1923 and the other relevant Act, Rules and Regulations, Instructions etc. issued/ enforced from time to time.
14.3	The employee to be paid daily wages (As applicable & amended from time to time) as per their categories like one, along with P.F contribution @ of 13.36% of daily wages and E. S. I. C contribution @ of 3.25% of daily wages. The contractor is required to pay bonus @ 8.33% of full wage payment on monthly basis to their workman employed to execute this work. Minimum wages shall be as per O/o Chief labour commissioner ©, New Delhi circulars issued and amended from time to time.
14.4	The contractor shall provide a list of contract Workers engaged for this contract work along with their PF Account No. & ESI Registration No.
14.5	The payment of daily wages to the employee to be paid monthly through account NEFT/RTGS only but not later than 7th of every month by the contractor and necessary document of payments of wages and bonus must be submitted to this office up to 15 th of every month failing which recovery/ withheld@ 10% (RA bill amount) against bonus from their R/A Bill shall be made.
14.6	On commencement of the contract, the contractor shall continue to have valid PF and ESI code No. till completion of the contract. AAI reserve the right to withhold any payment if ESI and PF contributions are not paid by the contractor and proof to that effect have not been produced regularly by the contractor. Non-production of PF and ESI challans of monthly contributions before its due date but not later than 21st of every month by the contractor, shall be liable for action against the contractor and recovery/ withheld @ 10% RA bill amount) against PF & ESI respectively from their R/A Bills shall be made. PF number, ESIC number and deductions thereof has to be mentioned in employee's monthly salary slip.

15	The contractor shall be responsible to depute 03 Skilled, 08 Semi-Skilled and 49 Unskilled personnel. The deployed personnel under the preview of this contract will perform ESS (cleaning) related work at Terminal buildings and ancillary buildings at Tirupati Airport. The Contractor shall deploy manpower for all the days of the month including relievers in case any employee is absent. The attendance of reporting for duty will be maintained by the Asst General Manager (Operations) AAI.
16	Sub Contracts: The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.
17	Instructions and Notices:
17.1	Subject as otherwise provided in this Contract, all notices to be given on behalf of AAI and all other actions to be taken on its behalf may be given or taken by the Asst General Manager (Operations) or any officer for the time being entrusted with the functions, duties and powers of the Asst General Manager (Operations).
17.2	All instructions, notices and communications, etc. under the Contract shall be given in by email, FAX or in writing by registered post to the last known address of the Contractor.
18	Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work: If at any time after acceptance of the tender AAI shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Asst General Manager (Operations) shall give notice in writing to that effect to the Contractor and 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.
19	Termination of Contract for Death: If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and, in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without AAI being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the Surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation AAI shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.
20	Cancellation of Contract in Full or in Part:
	If the Contractor: (a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from Asst General Manager (Operations) or
	(b) Commits-default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Asst General Manager (Operations) or

	(c) Fails to complete the Works or items of work with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Asst General Manager (Operations) or
	(d) Shall obtain a Contract with AAI as a result of ring tendering or other non-Bonafede methods of competitive tendering; or
	(e) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager.
21	Changes in constitution: Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business-concern such approval as aforesaid shall likewise be obtained before the Contractor enters in to any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be cancelled after a notice in writing of 7 days from the Asst General Manager (Operations).
22	Payment
22.1	No mobilization advance shall be paid for any activity.
22.2	The payment shall be made on monthly basis. The 100% of the charges minus the recoveries if any shall be paid after successful completion of each month and on satisfactory performance certification from the Asst General Manager (Operations) of AAI. The contractor has to submit the following documentary evidence for claiming the payment. a) Copy of wage register/salary slip duly signed by individual workman. b) Copy of PF challan with the details of amount deposited against each worker deployed. c) Copy of ESI challan with the details of amount deposited against each worker deployed. d) Copy of attendance duly signed. e) Proof of Payments made on account of wages to workers
22.3	The proof of EPF& ESIC deposit of the staff deployed for this work must be submitted along with the monthly bill. The bill will not be processed without the current documents of EPF & ESIC.
22.4	In case of non-payment of wages or any other dues of any workman engaged by contractor, AAI reserves the right to make payment and to recover the amount of such payment from bill of contractor or any other amount payable to him under any contract or as debt payable by contractor.
22.5	Payment shall be made to contractor after deduction of security deposit and taxes as per statutory requirements prevailing at the time of payment. The Final bill shall be paid to the agency after disbursement of all the payment to the workers including bonus. No dues certificate duly signed by each worker need to be submitted in this regard.
23	Income Tax and work contract tax Recovery: Before releasing payment to the Contractor, income tax and work contract tax recovery shall be made from the contractor's bill at the rate as applicable during that time.
24	Over payments and Under payments:
24.1	Whenever any claim for the payment of a sum of money to AAI arises of or under this Contract against the Contractor the same may be deducted by AAI from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other Contract with AAI or from any other sum due.

24.2	AAI reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc., AAI further reserve the right to enforce recovery of any overpayment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
24.3	If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by AAI from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the Contractor by AAI.
25	Contract Agreement
25.1	The contract agreement shall be executed on a non-judicial stamp paper of value Rs. 100/- and cost of the stamp paper shall be borne by the Contractor.
25.2	Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.
25.3	The contract shall submit an affidavit on a non-judicial stamp paper of value Rs. 100/- (as per annexure-3) and cost of the stamp paper shall be borne by the Contractor.
26	The contractor shall also be responsible for any damage to other public utility services/private property during the execution of the work and shall have to make good the loss for such damage, in accordance with the provisions for the recovery of losses by various departments/or imposition of penalty by any court of law.
27	Arbitration and Laws
27.1	Arbitration: Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and so the quality of workmanship or materials used on the work or as to any other question, claim, right, relating to the contract, designs, drawings, specifications, estimates, instructions. Orders of these conditions or otherwise concerning the works or these execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator as may be appointed by The Regional Executive Director (SR), Airports Authority of India, operational office, Chennai, TamilNadu – 600027 . It is the term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion, the award of the Arbitrator shall be final, conclusive and binding on all parties to this contract.
27.2	Laws governing the Contract: This contract shall be governed by the Indian Laws for the time being in force.

28	The Authority will not be responsible for any injury sustained by the workers during performance of their duties and also for any dispute between him and his workers. To comply with all liabilities out of any provision of labour act /enactment's either in force or enacted from time to time during the execution of this contract shall be the responsibility of Contractor/Firm/Agency. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Furthermore, the a g e n c y shall be responsible for the payment of compensation, insurance etc. If any in respect of his employees.
29	If AAI is not satisfied with the conduct, behavior etc. of any the staff, the contractor shall replace the person concern as per advice ofAAI.
30	Records:
30.1	The contractor shall keep and maintain all records as are required to be maintained by the contractor under the Contract labour (Regularization & Abolition) Act, 1970/The factory act/The payment of wages act/ or any other applicable law, rules, regulations and shall furnish to the concerned officers/authorities in this behalf of any and all information, reports and return as are required to be furnished by the contractor under any such laws, rules or regulations.
30.2	The AAI shall entitle at all times to carry out any check or inspection of the contractors' facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractors and that the workman are not denied the right and benefits to which they are entitled under provisions. Any violation shall, without prejudice to any other right or remedies available to AAI, constitute a ground for termination of the contract as though specifically set under clauses of GCC thereof.



AIRPORTS AUTHORITY OF INDIA
ACS, Pratapgarh

SPECIAL CONDITION OF CONTRACT

Sr. No.	CONDITIONS
1	Lowest rate will be decided based on overall total amount .
2	Only one party will be decided based on lowest rate.
3	<p>Rates quoted shall be inclusive of minimum wages, contractor profit etc. if the increase in minimum wages of the existing minimum wages rate during contract period, same shall be reimbursed to contractor on production of documentary evidence.</p> <p>No additional payment such as contractor profit will be reimbursed due to increased wages. As per the Govt of India, Ministry of labour and employment, Office of the Chief Labour Commissioner order dated 08/05/2020 & File no.1/VDA(1)/2020-LS-II, The minimum wages of the employees to be deployed are</p> <p>1) Skilled – Rs 593/day 2) Semi-skilled – Rs 492/day 3) Unskilled – Rs 420/day</p>
4	The contractor shall be responsible to depute 03 Skilled, 08 semi-skilled and 49 unskilled persons under this contract, 08 hours daily duty per person in all days of the month. Contractor shall deploy the reliever in case of any person employed under this contract is absent on any day and the cost of the reliever is included in the contract.
5	A fine of Rs. 500 per day per person in case of the person deployed under this contract is absent and no replacement is provided in lieu of that.
6	<p>Cancellation of Contract:</p> <p>The contract can be cancelled by the Accepting Authority i.e. “Airport Director, Airports Authority of India, Tirupati Airport, and Andhra Pradesh-517520” by giving 15 days’ prior notice on account of unsatisfactory, poor performance or without assigning any reason.</p>
7	Contractor must nominate one supervisor who shall be available at the O/o The Asst General Manager (Operations), Tirupati Airport from 0930 to 1230 hrs. Twice a week for proper liaising.
9	The personnel provided by the Firm/Contractor/Agency will not claim to become the employees of AAI and there will be no Employee and Employer relation between the personnel deployed by the Firm/Contractor/Agency.
10	Prorate deduction shall be deducted from the contract amount for the days of absentees of contractor’s employees.
11	The Firm/Contractor/Agency shall be solely responsible for any accident/medical/health related liability/compensation/insurance for the personnel deployed by the Firm/Contractor/Agency at AAI, Tirupati Airport; AAI shall have no liability in this regard.
12	IF THE CONTRACTOR IS QUOTING LESS THAN THE PREVAILING MINIMUM WAGES APPLICABLE (EXCLUDING BONUS & EMPLOYER CONTRIBUTION OF PF & ESI), HIS TENDER SHALL NOT BE CONSIDERED AND SHALL BE LIABLE TO BE REJECTED AND HIS ENTIRE EMD AMOUNT SHALL BE FORFEITED.

UNCONDITIONAL ACCEPTANCE

To
The Airport Director
Airports Authority of India
Tirupati Airport
Andhra Pradesh-517520

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work **“Job Contract for provision of manpower for ESS Up-Keeping of Terminal and Ancillary Buildings at Tirupati Airport”** have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us on CPP portal: <https://etenders.gov.in/e procure/app> , 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 tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of the tender documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/ conditions (except unconditional rebate on quoted rates, if any in the bill of quantity) in the tender uploaded in envelope-A & B. In case, any condition(s) are found in Envelope A (i.e. Technical Bid) then Envelope – B (i.e. Financial Bid) shall not be opened, or if any condition found in envelope –B (i. e. Financial Bid) the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the 10% of earnest money.
4. That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its

execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI’.

5. The required earnest money for this work is enclosed herewith.

Sl. No.	Name of Bank	NEFT/RTGS reference NO.	Date	Amount

6. The required earnest money for this work has been submitted and the scanned copy of Tender Processing Fees* &EMD* is attached along with duly filled and signed annexure 3.

7. I/We agree that “If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / Legal action”.

Yours Faithfully

Date:

(Signature of the Contractor/firm)

With Rubber Stamp

(TO BE UPLOADED ON CPP Portal)

Annexure-2

DECLARATION

I (_____) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake / incorrect, my EMD may be forfeited.

(Name & Signature of the Tenderer with stamp)

Date: _____

Place: _____

AFFIDAVIT

I..... (Name), aged years, s/o..... (Name),
Proprietor/ Managing Partner/ Managing Director of..... (Name of the
Agency) do hereby solemnly affirm and state as follows

I am competent to swear this affidavit on behalf of.....(Name of agency). I state
that, in the event of work is awarded to our agency, the wages to be paid to the
workers engaged shall not be less than the minimum wages determined by
appropriate Govt. Authorities from time to time.

Dated this, the day of month Year.

DEPONENT

Place:

Date:

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

Checklist

Para	Sub Para	Complied(Yes)/ Not Complied(No)	Name of the documents attached in the tender to verify the compliance.(As applicable)
17	17.1.1(a)	(Yes / No)	Tender Fee Amount: Rs.1,180.00
	17.1.1(b)	(Yes / No)	EMD Amount: Rs.1,10,075.00 (DD submitted)
	17.1.1	(Yes / No)	Copy of License issued by Regional Labour Commissioner (if applicable). No..... Validity up to.....
	17.1.2	(Yes / No) (Yes / No) (Yes / No)	1. Three work of the amount of a. Rs. b. Rs. c. Rs. or 2. Two work of the amount of a. Rs. b. Rs. or 3. One work of the amount of Rs.
	17.1.3	(Yes/No) (Yes/No) (Yes/No) (Yes/No)	A. PAN No.: B. IT Return of F.Y.2017-18 C. IT Return of F.Y.2016-17 D. IT Return of F.Y.2015-16
	17.1.4	(Yes / No)	Unconditional acceptance as per Annexure-1.
	17.1.5	(Yes / No)	Declaration As per Annexure-2.
	17.1.6	(Yes / No)	Goods & Service Tax Registration No. document :
	17.1.7	(Yes / No)	E.P.F Registration No. document :
	17.1.8	(Yes / No)	E.S.I.C. Registration No. document :
	17.1.9	(Yes / No)	MOA/Partnership deed /Proprietorship deed document :
	17.1.10	(Yes / No)	Power of attorney document :
	17.1.11	(Yes/ No)	Undertaking as per Annexure-3
	17.1.12	(Yes/ No)	(a) Details of firm bank account along with scanned copy of cancelled cheque. (b) Details of contact No., address and e-mail.
	17.1.13	(Yes/ No)	Check list As per Annexure-4
	17.1.14	(Yes/ No)	Scanned copy of tender document. Digitally signed
	17.1.15	(Yes/ No)	Registration copy of NSIC/MSME if applicable.
	17.1.16	(Yes/No)	CA Certified Turnover Certificate for the last 03 financial years.

(Name & Signature of the Tenderer with stamp)

Schedule of Quantities:

Tender Inviting Authority: AIRPORTS AUTHORITY OF INDIA										
Name of Work: Job Contract for supply of manpower for ESS Up-Keeping of Terminal and Ancillary Buildings at Tirupati Airport										
TENDER ID:										
Name of the Bidder / Bidding Firm / Company										
PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Value only)										
NUMBER	TEXT	TEXT	NUMBER	TEXT	TEXT	NUMBER	NUMBER	TEXT		
R			R							
Sl. No.	Item Description	Item Code / Make	Quantity	Unit	Quoted Currency in INR / Other Currency	BASIC RATE in Figures To be entered by the Bidder (Excluding GST, PF, ESI & Bonus and other taxes) Rr. P	TOTAL AMOUNT (without taxes) in Rr. P	TOTAL AMOUNT (With out GST) in Words		
1	2	3	4	5	12	7	8	10		
1	Engagement of following staff at Tirupati Airport 1. Skilled - 08 no's 2. Semi-skilled - 08 no's 3. Unskilled - 49 no's	Item No.1	6.00	Months	INR		0.00	INR Zero Only		
Total in Figures							0.00	INR Zero Only		
Quoted Rate in Words							INR Zero Only			

For any query related to the inspection of the site & premises, prospective bidders may contact:-

AGM(Operations)
Airports Authority of India,
Tirupati Airport - 517520.
Tel: +91 9493173121, e-mail: atm-tp@aai.aero