



**AIRPORTS AUTHORITY OF INDIA**  
**CIVIL ENCLAVE, JODHPUR**

**BUYER ADDED BID SPECIFIC TERMS AND CONDITIONS (BID DOCUMENT)**

**(GeM BID NO: GEM/2023/B/4079044)**

- Name of Work** : PROVIDING OF MANPOWER (03 NOS. SKILLED DRIVER) FOR JOB WORKS OF DRIVING OF VARIOUS TYPES OF VEHICLE OF AIRPORTS AUTHORITY OF INDIA AT CIVIL ENCLAVE JODHPUR
- Estimated Cost** : Rs. 18,92,401.00 (INCLUDING GST, EXCLUDING OF PF/ESIC/BONUS)
- Bid Manager Details** : Email - [vijo.mt@aai.aero](mailto:vijo.mt@aai.aero)  
Mobile No - 9565100059 / 7014557870

# **NOTICE INVITING BID**

**( GeM BID NO: GEM/2023/B/4079044)**

1. Bids are invited through the GeM portal by Airport Director, Airport Authority of India, Civil Enclave, Jodhpur on behalf of Chairman, A.A.I. from eligible bidders for the work of **“Providing of Manpower (03 Nos. Skilled Driver) for Job Works of Driving of various types of vehicle of Airports Authority Of India at Civil Enclave Jodhpur”** at an estimated cost of Rs. 18,92,401 (Rupees Eighteen Lakhs Ninty Two Thousand Four Hundred One Only) (inclusive of GST and exclusive of PF, ESIC , Bonus) with period of completion of 24 (Twenty Four) Months.
2. The bidding process is online at GeM portal (URL address <https://gem.gov.in>). Prospective bidders may download and go through the bid document. Prospective bidders are advised to get themselves registered at GeM portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home Page after log in to the GeM portal <https://gem.gov.in>. For any technical assistance with regard to functioning of GeM portal, the bidder may contact to the following help desk numbers on all working days only between 09.00 hrs to 22.00 hrs (Mon-Sat) – 1800-419-3436 /1800-102-3436, 07556681401, 07556685120, 01169095625, E-Mail:- [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in)
3. Indian Micro & Small Enterprises (MSEs) units registered with District Industries Centers (DIC) / Khadi and Village Industries Commission (KVIC) / Khadi and Village Industries Board (KVIB) / National Small Industries Corporation (NSIC) or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises shall be given concession as per the provisions of Public Procurement Policy for MSEs Order 2012 with upto date amendments. Benefits to MSEs shall be available only for the goods/Services produced and provided by MSEs for which they are registered.
4. Startups as recognised by Department for Promotion of Industry and Internal Trade (DPIIT) / Department of Industrial Policy & Promotion (DIPP) shall be given concession as per the provisions mentioned in the latest orders of Procurement Policy Division of Govt of India.
5. **DOCUMENTS TO BE UPLOADED BY THE BIDDER IN “ADDITIONAL DOCUMENT REQUESTED IN ATC ” :**

(i) **Technical Bid :**

Bidder have to upload following documents in their Technical Bid:

- A) Copy of proof of online payment details of EMD of Rs 37,848 /- (if applicable)
- B) Copy of valid MSE Registration certificate (if applicable)
- C) Copy of valid Startup Registration certificate (if applicable)
- D) Copy of PAN card in the name of Firm or Proprietor.
- E) Copy of GST Registration Certificate.
- F) Copy of Employees Provident Fund Organization (EPFO) Registration Certificate and Employees State Insurance Corporation (ESIC) Registration Certificate.

In case, Bidder is not having EPFO & ESIC registration certificates while submitting the Bid , than the Bidder shall submit an undertaking on their Company’s Letter Head stating that if Bid is awarded to them, they will get registered with EPFO and ESIC as per the Government Policies before the start of work.

- G) Bidder should have executed similar nature of works during last 7 years ending on 30.09.2023. One work of minimum 80% of estimated cost for one Year i.e. Rs. 7,56,960 (with GST) or Two works each of minimum 50% of estimated cost for one Year i.e. Rs. 4,73,100 (with GST) or Three works each of minimum 40% of Estimated cost for one Year i.e. Rs. 3,78,480 (with GST).

In support of the same, Bidder shall be submitting copies of Work Orders / Completion Certificate / Experience Certificate of executing similar nature of work mentioning the value of work done, date of start of work, date of completion of work, nature of work. Phase / Part completion of work shall not be considered. Bidders showing work experience certificate from non-government / non-PSU organizations should submit copy of Tax Deduction at Sources (TDS) Certificate(s) clearly specifying the name of work, total payment received against the work and TDS amount for the work duly certified by Chartered Accountant having UDIN.

If work orders / experience certificates submitted by the Bidder is having amount which is exclusive of GST, than it shall be multiplied by 1.18 to make it at par with work orders / experience certificates having amount inclusive of GST.

- H) Bidder should have average annual financial turnover of minimum 30% of Estimated Cost i.e. Rs. 2,83,860 against works executed during the last three Financial Years ending on March-2023.

In support of the same, copy of Abridged Balance Sheet, Profit and Loss Account Statement of the firm shall be submitted for the last three Financial Years ending on March-2023 duly certified by Chartered Accountant having UDIN.

Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

- I) Copy of Bid Acceptance Letter on Bidder's Letter Head (Annexure – I)  
J) Copy of Undertaking regarding Blacklisting/Debarment on Bidder's Letter Head (Annexure – II)  
K) Copy of Undertaking regarding the compliance of GST Act (Annexure – III)  
L) Copy of Declarations regarding compliance of Minimum Wages (Annexure – IV)  
M) Copy of Bidder Bank Details for EMD return (Annexure –V) (if applicable)  
N) Copy of Checklist for Necessary Documents (Annexure-VIII)

(ii) Financial Bid

The Bidder(s) shall quote their rates (inclusive of GST) on GeM portal only. Bidder also have to upload a copy of Price Bid (Annexure-VI) duly filled with their quoted rates as Financial document.

6. **BIDS OPENING PROCESS :**

- (i) Technical Bid shall be opened on 03.11.2023 @ 11:30 Hrs which should contain documents as mentioned in Clause / Para No 5 (i) of Notice Inviting Bid.  
(ii) Financial Bids of those bidders which are found to be meeting the technical criteria and qualifying requirements shall be opened on 06.11.2023 @ 11:30 Hrs (Tentatively) which should contain document as mentioned in Clause / Para No 5(ii) of Notice Inviting Bid.

**7. CRITICAL DATES :**

Bid Document Download / Sale Start Date	12.10.2023
Bid Submission End Date	03.11.2023 upto 11:00 hrs.
Technical Bid Opening Date	03.11.2023 upto 11:30 hrs.
Financial Bid Opening Date	06.11.2023 upto 11:30 hrs. (Tentatively)

8. If the bidder has any query related to the Bid Document, they should use 'Representation' on GeM portal to seek clarifications. No other means of communication in this regards shall be entertained. If any clarification is needed from the bidder about the deficiency in his uploaded Technical and Pre-qualification documents, he will be asked to provide it through GeM portal only. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly. The intimation regarding acceptance/rejection of their bids will be intimated to the bidder through GeM portal.
9. The bid shall remain open for acceptance for a period of ninety days from the date of opening of Technical Bid or extension thereof. If any bidder withdraws his bid before the said period or makes any modifications in the terms and conditions of the bid which are not acceptable to the Accepting Authority, then all such Bids shall be liable to be rejected.
10. If any Bidder discloses his/her rates in Technical Bid, then all such Bids shall be liable to be rejected.
11. At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Bid document by the issuance of Addendum/ Amendment/ Corrigendum and posting/ uploading it on the GeM portal.
12. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard.
13. AAI does not bind itself to accept the lowest quoted Bid and reserves to itself the authority to reject any or all the Bid received or cancel the Bidding process at any stage without assigning any reason thereof. No claim whatsoever will be entertained on this account.
14. Bid Accepting Authority reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall be bound to perform the same at his quoted rates.
15. AAI reserves the right to disqualify the Bid which is submitted by the working agencies whose performance at ongoing works is below par and usually poor and has been issued letter of restrain / Temporary / Permanent debar by any Department of AAI.
16. The firms / Bidder who are blacklisted / debarred by the CBI / CVC / BCAS / AAI or any other department of Govt. of India or State Government shall not participate in the tender. If they do so, all such Bids shall be liable to be rejected. A declaration to that effect shall be submitted by the Bidder as per prescribed format (Annexure-II) in Technical Bid.

17. AAI reserve the right to verify the credentials submitted by the Bidder at any stage (before or after award the work). If at any stage, any information / documents submitted by the applicant are found to be incorrect / false or have some discrepancy which disqualifies the firm, then AAI shall take the following action :
- (i) Forfeit the entire amount of EMD submitted by the firm.
  - (ii) The agency shall be liable for debarment for 3 (Three) years from Bidding process in AAI, apart from any other appropriate contractual / legal action.
18. If the entity participating in the Bidding process is a private or public limited company, Partnership firm or proprietary firm and any of the Directors /Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the authority, then the said entity shall not be allowed to participate in AAI tenders.
19. Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works to be carried out which would cover all his obligations under the contract, and all matters and things necessary for the proper completion and maintenance of the works to be carried out.
20. Bidder who has downloaded the bid from GeM Portal, shall not tamper/modify the bid form. In case if the same is found to be tampered / modified in any manner, bid will be completely rejected and bidder is liable to be banned from doing business with AAI.
21. Not more than one Bids shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall Bid for the execution of the same works. If they do so, all such Bids shall be liable to be rejected.
22. Consortium / JV companies shall not be permitted.
23. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Bid as to the nature of the ground , form and nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for car Parking and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
24. The Submission of a Bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
25. Canvassing in connection with Bids is strictly prohibited and the Bids submitted by the Bidders who resort to canvassing will be liable to rejected.
26. The Bidder shall not be permitted to Bid for works in AAI, in which his/her near relative is posted as officer who is responsible for award and execution of contracts. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in AAI. Any breach of this condition by the contractor would render him liable to be debarred from Bidding for next 2 years. The contractor shall give a list of AAI Employees related to him.

27. No Gazetted officer employed in any department of Government of India or AAI is allowed to work as contractor or his representative, for a period of two years of his retirement from the Government / AAI Service, without the prior permission of the Government of India / AAI. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India / AAI as aforesaid before submission of the tender or engagement in the contractor's service.
28. All the Bids in which, any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

**-sd/-**  
**Airport Director**  
**AAI, Civil Enclave, Jodhpur**

# **ADDITIONAL TERMS & CONDITIONS**

## **1. SCOPE OF WORK**

- (i) The scope of work includes providing of 03 Nos. of Manpower (Skilled Driver) for 26 days per month (8 Hrs per day) for job works of driving of various types of vehicle of Airports Authority of India at Civil Enclave Jodhpur for period of 24 Months.
- (ii) The Hired Manpower for Job works of driving will be used for the Skillful driving /operating of different Class, Type and Make Heavy and Medium Vehicles / Passenger Cars and other Equipments etc of Airports Authority of India at Civil Enclave Jodhpur – 342011.
- (iii) The scope of work includes any or all the expenses which the Contractor may require to incur on Providing of Skilled Manpower (i.e Driver) for the above mentioned works of AAI under hiring Contract including all expenditures on account of Drivers salaries, documentations etc. any Health and Social Welfare Schemes (if any) and also any other such liabilities / taxes / levies / fees etc which the Contractor is likely to incur on account of running such Contracts including the amounts which would be required for acquiring, purchasing, obtaining and maintaining of any and all kind of permit, licenses, insurances, documents etc.
- (iv) The scope of work also includes the carrying out Daily washing, in and outside cleaning of vehicles/ equipments and other Maintenances, on duty assigned Medium Vehicles / Passenger Cars and other Equipments of Airports Authority of India by the hired Job Manpower (drivers) and maintaining of their interior as per AAI's directive/standards. Materials for carrying out the maintenances etc shall be provided by the AAI.
- (v) Driver shall be on 8 hours shift duty on all days of the month (except for weekly offs) including Sundays, AAI Closed Holidays and National Holidays. Timing of the shift shall be decided by AAI, depending on requirement.
- (vi) In case if any of the Driver goes on leave, a suitable substitute has to be posted by the contractor. In case if no one is posted and the duty remains unattended, the same will be recovered from the bills of the contractor as per penalty clause.
- (vii) If any worker engaged is found to be not suitable for the position, the Contractor has to replace the same within the time frame decided / warranted / advised by the Airport Director OR his representative. The decision of Airport Director or his representative shall be final and binding to the Contractor in this regard.
- (viii) The Contractor will have to replace his drivers during sickness/leave/emergencies etc but if substitute driver is deployed for more than 10 days, than contractor shall be required to submit substitute Driver Antecedents Verification Records , Qualification documents and experience documents & other desirable documents to the office of Airport Director, Civil Enclave Jodhpur OR his representative for acceptance.
- (ix) The Contractor shall carryout the work strictly as per the scope of work, failing which AAI shall be empowered to carry out such works (after serving notices in this regard) through any other agency at the risk & cost of the Contractor. The decision of Airport Director or his representative shall be final and binding on the Contractor in this regard.
- (x) This Job Contract is purely temporary and it shall not form any base on any ground for any consideration / claim either from the Contractor, his Employees OR from Driver / Drivers for seeking a regular Employment / Compensation whatsoever may be in AAI.

## **2. DRIVER QUALIFICATION**

The contractor shall provide the manpower which is having following qualification:

- (i) Should have completed 8th / Equivalent.
- (ii) Should have experience of driving vehicles for minimum of two years in Aviation Sector or as decided by AAI.
- (iii) Must have valid LMV & HMV driving licence to drive commercially registered vehicles.
- (iv) Must be physically fit to perform shift duties.
- (v) Age shall not be more than 45 Years.

## **3. DRIVER UNIFORM**

The contractor has to provide winter and summer uniform for Drivers deployed on duty. All Drivers will attend duty only in the approved uniform, which has to be maintained neat & clean. The colour and quality of uniform shall be decided by AAI. In case Drivers are found not wearing uniform, a penalty shall be imposed i.e. Rs 100/- per person per day. The details of uniform to be provided to each Driver are as follows:

- (i) Two set of stitched uniform (i.e. Two Pants and Two Shirts).
- (ii) One pairs of leather shoes with two pair of socks.
- (iii) One number of High Visibility Jacket.
- (iv) One number of full sleeve woolen Jersey / Sweater.

## **4. DRIVER CONDUCT**

- (i) Drivers provided by the contractor should be well disciplined & should always be in Uniform.
- (ii) Drivers should always be in possession of valid Driving License (LMV & HMV) issued by RTO and Airport Entry Pass (AEP), Airfield Driving Permit (ADP) issued by AAI.
- (iii) Drivers should extend all normal courtesy such as greeting, opening / closing of door etc. towards all AAI officials and other User Agency Staff and should present themselves for duty in a good appearance.
- (iv) Drivers provided by the contractor should report to Airport Director or his representative and drive the vehicle as per his/her instruction.
- (v) Drivers shall report in time at the designated place and time on regular basis and the drivers shall not be reluctant to or deny going to any place within the scope of work. No mileage will be allowed for breakfast / lunch / tea of the driver.
- (vi) The driver should be well-behaved and punctual while on duty. They should never be in an intoxicated state or smoking. The contractor shall be required to change / replace the drivers immediately in case not found suitable by AAI.
- (vii) Drivers provided shall clean the interior and exterior of vehicle, periodically water wash, check and anticipate any major repair works and intimate the same to AAI Technical In-charge for rectification before breakdown / failure of Vehicle, should check Tyre pressure and replace stepney in case of operational requirement as per instruction of the AAI Technical In-charge.

- (viii) In case if driver is not proficient enough to the requirement of duties and/or misbehaving with the user and/or acting against the interest of AAI and/or non-punctual / irregular and/or not up to the expectation, AAI may require change of driver which will be communicated telephonically. In such cases, the contractor shall replace the drivers immediately upon receipt of such communication, failing which necessary action deems to be fit, will be taken as per the provisions of contract and the decision of Airport Director will be final and binding on the contractor.
- (ix) Drivers provided shall abide by all the rules laid down by Regional Transport Authority or any other Authority relevant to the subject and should always strictly follow the traffic rules and regulations, so as to ensure safety of the passengers. Also, shall abide the speed limits notified by the AAI and RTO on airfield as well as public roads and exercise all the caution while driving the vehicles.
- (x) Drivers provided must have a mobile phone available with him for smooth coordination and service execution and the same should be always in working condition and no separate charges shall be paid by the AAI for the same.
- (xi) Contractor should provide sufficient money to the drivers so as to cover his staff / workers requirement during Local Trips / Outstation Trips. No separate charges shall be paid by the AAI for the same.
- (xii) No accommodation shall be provided by the AAI for the staff / workers of the contractor. It is the responsibility of contractor to make his own arrangements for the facilities.

## **5. DRIVER WAGES**

- (i) The payment to the Drivers engaged by the contractor is to be paid through NEFT/ RTGS on or before 7th of every month irrespective of Saturday, Sunday and bank holidays otherwise the contractor shall be liable for penalty of Rs. 100 per day per person. Contractor has to submit documentary proof of salary paid to the Drivers and salary statement alongwith the bill. The contractor has to ensure that in any case the wages paid to the workers should not be less than minimum wages as stipulated by Central/State Govt., whichever is higher.
- (ii) If any violation occurs with respect to payment of wages of Drivers for any two months in a contract period than necessary action for cancellation of contract, debarring of the agency for participating in future contracts in AAI shall be initiated.
- (iii) The rates of Minimum wages (Basic rates and Variable Dearness Allowances) as payable w.e.f. 01.04.2023 are :-

Sl. No.	Category of Worker	Rates of wages including VDA per day
		'B' Area
1	Skilled	₹ 579 + 237 = ₹ 816

- (iv) The contractor has to pay the prevailing minimum wages issued by the office of Regional Labour Commissioner/ Chief Labour Commissioner (whichever is higher), from time to time. However, the difference in minimum wages based on actual payment made to the labour and wages applicable at the time of submission of tender will be reimbursed including difference in EPF and ESI payment to the contractor on revision of minimum wages and no additional amount such as contractor's overhead & profit will be paid on this account.

## **6. EPF / ESIC / BONUS CONTRIBUTION:**

- (i) The contractor shall register himself with Labour Licensing Authority and obtain Labour License Number in this regard.
- (ii) The contractor shall have to register with PF & ESIC (where ever applicable) for workmen engaged for the work & challans / deposit receipts of PF & ESI contribution shall be submitted in AAI office for verification/ reimbursement, at the time of submission of bill.
- (iii) The PF dues (including EDLI and administrative charges) in respect of workers engaged by the contractor for AAI works to be deposited by the contractor every month by a challan and the documentary evidence in support of such payments along-with employee wise details of the PF contribution (both Employee's share and the employer's contribution) needs to be submitted to the Airport Director or his representative for the work/ contract.
- (iv) ESI (where ever applicable) & EPF amount (contractor's contribution & administrative charges) paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
- (v) AAI reserves the right to withhold suitable amount from the running account payments if PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.
- (vi) The contractor has to deposit PF & ESI as applicable, failing which recovery/ withheld @ 26% against PF and 6% against ESI respectively shall be made from their R.A bills/ Final Bill.
- (vii) The contractor has to pay the Bonus (where ever applicable) as per Payment of Bonus Act, 1965 & amended thereafter to all Drivers engaged on the occasion of Dipawali / once in a year or as per decision of the Airport Director and directly credited to the Bank account of the staff through RTGS/NEFT and documentary evidence shall be submitted to AAI. The same shall be reimbursed on actual basis. If the contractor fails to disburse the bonus, a penalty @ Rs.15000/- per employee shall be recovered against bonus from his running / final Bill.
- (viii) If ESI not applicable, than agency shall provide Rs. 2.0 lakhs Medclaim policy to each person engaged at the site.
- (ix) Any statutory revision in the payment of EPF, Bonus, ESI, the same shall be reimbursed on submission of documentary evidence. However, no additional amount such as Contractor's premium/profit will be paid on this reimbursement. Any increase as mentioned above will not be payable if such increase has become operative after completion of the work.

## **7. CONTRACTOR'S OBLIGATIONS & LIABILITIES**

- (i) Contractor should submit the details of staff such as qualification documents, address, experience letters of the staff, the CV and passport size coloured photograph along with copy of police verification (not older than six months on the date of start of work) before engaging them on work, so as to enable the AAI to check the character and antecedents and to provide temporary permits to operate the vehicle within the restricted area(s). All the documents should be self-attested by each worker and signed and stamped by contractor/ agency.

- (ii) The Contractor should take prior approval from AAI for the Drivers to be engaged. The decision of Airport Director, to accept or reject any Driver will be final and binding on the Agency.
- (iii) The Contractor shall adhere to the instructions of AAI or its authorized personnel. And the Contractor shall nominate/depute one Supervisor who would meet the Airport Director, Civil Enclave Jodhpur or his representative, twice in a month for proper liaising.
- (iv) On receipt of Award Letter, the Contractor shall apply and obtain the following certificate / pass / permit which are essentially required from the concerned Regulatory Authorities for providing services inside the operational area of Airport : -

<b>Sl. No.</b>	<b>Name of Certificate / Pass / Permit</b>	<b>Issuing Authority</b>	<b>Purpose</b>
1.	Security Clearance Certificate for Agency	BCAS	For rendering services in the operational area of Airport.
2.	Airport Driving Permit for Drivers	AAI	For driving vehicle in the operational area.
3.	Airport Entry Pass for Drivers	BCAS	For rendering services in the operational area of Airport.

The cost involved in obtaining above Certificate / Pass / Permit etc. shall be borne by Contractor. It shall be the responsibility of Contractor to renew the same from time to time during the contract period (including extended period, if any) for providing smooth and efficient services to AAI.

- (v) It shall be the sole liability of the Contractor to obtain and to abide by all necessary licenses/permission from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act 1970 in respect of Contract of AAI.
- (vi) Contractor shall be responsible for compliance with all obligations and restrictions imposed under the Motor Vehicle Act and rules made thereunder as applicable on date.
- (vii) 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 (Regulation & Abolition) Act 1970, the Inter-State Migrant workmen (Regulation of employment & conditions of Service) Act 1979, the Minimum Wages Act 1948, the Child Labour (Prohibition and Regulation) Act 1986, the Payment of Wages Act 1936 , the Workmen's Compensation Act 1923, the Employees Liability Act 1938 and other relevant Acts, Rules and Regulations, instructions etc issued / enforced from time to time.
- (viii) The Contractor shall submit a list of his Drivers who will be deployed along with their Bank Account No. / e-payment details for disbursement of salary by the Contractor and any other relevant details as per requirement of this contract. The EPF & ESI Account No. of the workers deployed by the Contractor for this contract shall also be submitted within one month from the date of award of the contract.
- (ix) In case of non payment of wages or any other dues of any manpower engaged for Job Work to AAI by contractor, AAI reserves the right to make payment and to recover the amount of such payment from the bill of contractor or from security deposit of the contractor.

- (x) The Contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor, by third parties or by central, authority or any political subdivision thereof. The Contractor shall comply with the provisions of labour laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension if any. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract. If due to any reason whatsoever, the AAI is made liable for any acts of omissions and commissions under laws in force, it shall be payable by the contractor and all such liabilities shall be recovered by the AAI from any dues payable by AAI to the contractor and/or from security deposit of the contractor and available properties and sources of contractor through process of law.
- (xi) The Airports Authority of India shall not be responsible for any injury, accident, mishappening of any kind to the Drivers / Driver while performing their duties. It shall be responsibility of the Contractor to meet all such expense of his Man Power /Employees / Drivers / Driver etc as per the provisions of Law for his Man Power /Employees / Drivers / Driver etc.
- (xii) In case of any Damage / Compensation Claim dispute on any account between the Contractor's Man Power / Employees / Drivers / Driver, it shall be the responsibility of the Contractor to settle the same to the fullest extent and satisfaction of the prevailing relevant Law. In such case wherein the AAI is authorized to adjust such claims disputes, the same will be recovered from the Monthly Bills, Security deposit OR any other payments / Dues, admissible to the Contractor. In the event of any dispute the decision of AAI shall be final and binding on Contractor.
- (xiii) AAI will have right to change any OR all drivers for duty, if Driver is having indecent conduct / rude behavior , suffering from any contagious disease, any injury / deformity / sickness due to which the driver cannot perform the duty, driver does not come in proper Uniform, Habitual late comer , Habit of Intoxication, Not in Hygienic, Not in Clean OR Shaved condition, Habit of smoking, Chewing Gutkha /Tobacco/Paan while on duty, Having a nature of short temper and Fights /Brawl OR unpredictable behavior, having suggestive body language, stealing, borrowing and gambling habits, having improper , Convicted / Not of good Character Police Verification records / OR any other Act / Conduct, the driver is not found to be skilled in safe driving , does not performs his duties as per the directive of Airport Director/ refusal to perform duty. On receipt of Communication (written OR telephonically) from the Airport Director OR from his representative, the Contractor should remove the Driver from the AAI Premises with immediate effect with providing an acceptable replacement of him. Failing in doing so will be construed as violation of Terms and Conditions of the Contract and suitable action shall be initiated against the Contractor under relevant penalty. The AAI shall also be well within its right to forfeit the Security Deposit of the Contractor, Termination of the Contract and debar the Contractor in future AAI Tenders for a period as deemed fit to the AAI.

## **8. PRICE / QUOTED RATES**

- (i) The rates quoted by Bidder shall be in Indian Rupees only.
- (ii) The rates quoted shall be **inclusive** of :
  - 1. Driver wages i.e. Minimum Wages, as stipulated by Central Govt or State Govt., whichever is higher.
  - 2. Cost of Uniform i.e. 02 Nos Pant, 02 Nos Shirt, 01 Nos Pair of Shoes ,02 Pairs of Socks, 01 Nos High visibility jacket , 01 Nos Sweater
  - 3. Applicable GST
  - 4. Agency Service Charges / Profit
  - 5. Charges towards making Airport Entry Pass, Airfield Driving Permit, Security Clearance Certificate, Police Verification Certificate.
  - 6. Workmen Compensation Insurance Charges
- (iii) The rates quoted shall be **exclusive** of :
  - 1. PF, EDLI and EPF Admin Charges
  - 2. ESIC
  - 3. Bonus
- (iv) Bidder is bound to perform the contract at his quoted rates only. For any reason, no escalation of prices is allowed.

## **9. LOG BOOKS**

- (i) The log book will be provided by the AAI, which will be used by the contractor / his drivers to record the vehicles trips.
- (ii) It is the responsibility of the contractor / his drivers to safe guard the log book and to properly / correctly fill up the entries of all the columns in the log book on completion of each trip and get it signed from the user & provide log book for verification whenever demanded by AAI. In case the contractor / his drivers misplaces the logbook or its theft occurs from the custody of the Contractor / his employee etc., the Contractor will immediately lodges an FIR with the State Police within 48 Hrs and send his written request to the Airport Director for issue of another Logbook enclosing with the Copy of FIR failing which penalty will be imposed as per relevant Penalty clause.
- (iii) If the user / user department refuses to sign the use trip , the contractor / his drivers will bring the same into the notice of the Airport Director or his representative in writing within 48 hours of each such refusal. In that case, the Airport Director or his duly representative shall take up the matter with the concerned user to sort out the matter. In case the user still refusal to sign use trips, the log book will be signed by Technical In-charge, AAI with recording that the user has refused to sign the trip. Appropriate action as deemed fit shall be initiated by the Airport Director against such user including stoppage of vehicle, if required.
- (iv) The entries of the log book shall be checked / verified twice in a week by Technical In-charge, AAI so as to ensure the proper and upto date maintaining of log books.
- (v) The Original Log Books completely filled shall be deposited back to AAI & the contractor / his drivers will request for providing new Log Book well in time to Airport Director or his representative.

## **10. DEFAULTS & RECOVERIES**

- (i) In case of any refusal to accept the Contractor's Manpower by the AAI, the Contractor shall replace the same within the time frame decided / warranted / advised by the Airport Director OR his representative. In case the Contractor fails to adhere to the given time frame by the Airport Director and does not replace his Manpower to the entire satisfaction of the above AAI Official, the AAI will be well within its right to arrange for such Manpower from an alternative source at the sole risk and cost of the Contractor.
- (ii) In case driver does not report to the duty for 1 day or 2 days and no substitute driver has been provided by the contractor, than contractor shall be liable for the deductions of **Daily wages of absent manpower x No. of day of absence of manpower** , from the monthly bills / security deposit of the Contractor.
- (iii) In case driver does not report to the duty for more than 2 days due to the reasons such as sickness /leave/ emergencies/resigning from the job etc and no substitute driver has been provided by the contractor, than contractor shall be liable for deductions of **Daily wages wages of absent manpower x No. of Total days of absence of manpower** and an additional deduction of **Rs 100 x No. of Total days of absence of manpower** from the monthly bills / security deposit of the Contractor.
- (iv) If the driver reports to duty having delay of more than 15 minutes of instructed time, than Contractor shall be liable for a penalty of Rs. 200/- for each occurrence and the amount will be deducted from the monthly bills/security deposit of contractor or any other dues of the Contractor.
- (v) If Manpower misses, while on duty from the duty spot without intimation to the user and/or misbehaves with the User and/or disobeys the instructions of the User, a penalty of Rs.200/- will be imposed per occasion and recovered from the Monthly bills.
- (vi) A penalty of Rs. 100 per person per day will be imposed if the Manpower reporting for duty is not in proper uniform.
- (vii) In case the driver does not keeps his assigned Vehicle clean and fails to maintain them as per the directives of Airport Director, Civil Enclave, Jodhpur, an amount of Rs. 50/- for each occurrence will be deducted from the monthly bills / security deposit of the Contractor.
- (viii) An amount of Rs.500 /- will be charged by the AAI as penalty for issue of new Log Book on loss / misplace / theft of Log Book by contractor/his drivers.
- (ix) In case the Manpower fails to execute the work assigned or delays the work intentionally, AAI reserves the right to execute such works from open market at the risk and cost of Contractor and the amount incurred by AAI for, if any, over and above the approved rates of the Contract, will be deducted from the monthly bills / security deposit of the Contractor. The amount stated by AAI shall be final and binding on the contractor.
- (x) AAI may require the Manpower to be deployed for extended hours from the normal Hours in a day as per AAI requirement to meet any operational requirement, for which AAI shall compensate the same in total weekly hours. However, if the Manpower fails to cooperate, than penalty as per above clause 10 (ix) shall be imposed.
- (xi) In case of any failure of contractual obligations at the part of Contractor / his employee / driver etc, the AAI reserves the right to cancel the contract and to forfeit security deposit of the contractor. The AAI further reserves the right to recover from the contractor any

amount which may become due to the AAI even after adjustment from the security deposit.

- (xii) One or more than one penalties mentioned above can be imposed simultaneously on the contractor based on deficiency/deficiencies noticed while providing the services and the decision of Airport Director OR his representative shall be final in this regard.

## **11. ACCIDENT / DAMAGES / CLAIMS / LIABILITIES**

- (i) AAI shall be completely free from any liability whatsoever, in the event of an accident irrespective of reason/cause, while the Manpower is engaged under the contract. Contractor will be fully and exclusively responsible for any damages to his property / death/ bodily injury to his crew members or any other person in his employment or unauthorized persons travelling in the vehicle, including any third-party claim. The Contractor shall indemnify AAI against any such claim / compensation.
- (ii) Contractor shall be solely responsible for any consequences under the law, arising out of any accident caused by the Manpower deployed to the property or personnel of AAI / third party including death / permanent injury. Contractor shall reimburse on demand the compensation / damages, if any, sustained by AAI / third party on this account.
- (iii) The contractor shall be responsible for the acts and / or accidents committed by the person employed by him either inside or outside operational area of Airport. In case of any accident or traffic violation during the trips, the contractor will be solely responsible for all the follow-up remedies including judicial process if any and AAI, Civil Enclave, Jodhpur will not bear any responsibility in any way for the person(s) and material.
- (iv) AAI shall not be responsible for any injury, accident, mis-happening of any kind to the Drivers while performing their duties. It shall be responsibility of the contractor to meet all such expenses, as per provisions of law. The contractor shall indemnify AAI against any such claim / compensation.

## **12. GST**

- (i) The service covered by this contract falls under the scope of GST and the Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST.
- (ii) The copy (self-attested) of GST Registration Certificate should be submitted before submission of first invoice. The GST Registration No. of AAI and the Bidder must be mentioned on each invoice/hire bill.
- (iii) In case of change in rate of tax or any provision relating to the levy of tax during the contract period resulting in increase in burden of tax on the contractor, the contractor shall be entitled to receive any compensation for such increase in the quantum of tax payable by the contractor. Similarly recovery shall be made from the contractor on account of decrease of rate of the tax or any provisions relating to the levy of tax.
- (iv) It is to be noted that All Input Tax Credits must be passed on to AAI by the bidder/contractor and in case of non compliance of GST provision and blockage of any input credit, the bidder shall be responsible to indemnify AAI.

### **13. TAXES & OTHER CHARGES**

Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and shall issue requisite TDS certificate.

### **14. PERIOD OF CONTRACT**

Period of contract shall be valid for 24 (Twenty Four) months to be reckoned from the date as mentioned in GeM Contract Order and further extendable by another 6 (Six) months with the prior approval of the competent authority of AAI, on the same rates and terms & conditions based on satisfactory performance.

### **15. EMD (If Applicable)**

- (i) Earnest Money Deposit (EMD) of Rs 37,848 /- will be required to be paid by the bidders before the scheduled time of bid submission through RTGS/ NEFT in favor of "Airports Authority of India, Jodhpur". No other mode of payment shall be acceptable. Non-submission of EMD (if applicable) shall lead to disqualification of bidders.

The particulars pertaining to "Airports Authority of India, Jodhpur" Bank account for RTGS/ NEFT are as follows:-

Account Name	AIRPORTS AUTHORITY OF INDIA
Account Type	CURRENT
Account No.	37494723513
Bank Name	STATE BANK OF INDIA
Branch	INDIAN AIRFORCE STATION, JODHPUR
IFS Code	SBIN0003649

- (ii) EMD of unsuccessful Bidders shall be returned within 15 working days, after award of Bid. No interest or any other expenses, whatsoever, will be payable by AAI on the EMD.
- (iii) The EMD will be forfeited under the following conditions: -
- (a) If any Bidder withdraws his Bid before the validity period of Bid or makes any modifications in the terms and conditions of the Bid Document which are not acceptable to AAI, then the AAI shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely.
- (b) Any Bidder who does not accept the offer after its award in their favour would result into forfeiture of their EMD and action will be taken to debar the Bidder from future participation in Bids for a period upto 1 (one) year.
- (c) If the credential submitted by the firm is found to be incorrect or have some discrepancy at any stage (before or after award of the work) which disqualifies the firm, then the EMD submitted by the Firm will be forfeited and the firm will be debarred from tendering for a Period of 3 (Three) years apart from any other appropriate/ legal action as deemed fit.

## **16. SECURITY DEPOSIT**

- (i) The contractor, whose Bid is accepted, will be required to furnish a Security Deposit for the due fulfillment of this contract, which will amount to a sum equal to @10% of the Contract Value (quoted) for the contract period of 24 months, within 30 days from the date of issue of GeM work order. Security deposit shall be furnished by submitting Demand Draft drawn in favour of 'Airports Authority of India', payable at 'Jodhpur' from Nationalized / Scheduled Bank (but not from Co-operative or Gramin Bank) or by submitting bank guarantee in AAI's format from a Nationalized / Scheduled Bank (But not from co-operative or Gramin Bank). The Bank guarantee shall be submitted within 30 calendar days from the issue of Award Letter and it will be valid till 90 days after the end of the expiry of the contract. No interest on or any other expense whatsoever, on security deposit is payable by AAI. In case contractor not submit Security Deposit within time, the same shall be deducted @10% of the gross amount of each running bill till the total security deposit amount is recovered. No interest on or any other expense whatsoever, on security deposit is payable by AAI.

After termination / expiry of the contract, the security deposit held by the AAI will be released to the contractor within a period of three months subject to realization of dues, if any to be made from the contractor.

AAI shall have option to forfeit the Security Deposit if the contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAI. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the S.D. AAI shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by AAI due to any act / commission or defaults by the Contractor.

- (ii) Bank Guarantee Verification through SFMS of ICICI Bank:

If the successful bidder is willing to submit the Bank Guarantee, than Bidder shall submit Bank Guarantee in accordance with the following Bank Details:

<b>CORPORATE NAME</b>	AIRPORTS AUTHORITY OF INDIA
<b>BANK NAME</b>	ICICI BANK
<b>IFSC CODE</b>	ICIC0000007
<b>BG ADVISING MESSAGE</b>	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
<b>UNIQUE IDENTIFIER CODE</b> (to be mentioned in field 7037 of the BG advising message code)	AAIJODHPUR

AAI have activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform. For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG Advice in the form of message format IFN 760COV (BG Issuance) / IFN 767COV (BG Amendment) via SFMS as provided by RBI.

BG shall contain the name, designation and code number of the Bank officer(s) signing the guarantee(s); The BG shall contain the address and other details (including telephone no.) of the controlling officer of the controlling bank (from the branch of the bank issuing the BG) for online verification of BG. Based on the above inputs from the vendor, the BG confirmation message through SFMS will be triggered to the beneficiary bank, i.e., ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the designated email ids issued to the respective units of AAI.

Successful bidder/vendor shall submit the Original BG document along with copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

While submitting the documents to BG issuing bank, the bidder shall also submit letter (Annexure-VII) to the BG issuing bank.

#### **17. EVALUATION OF FINANCIAL BID**

The evaluation criteria/comparison of rates for identifying the successful Bidder shall be based on the overall lowest quoted rates in GeM Portal. In case of more than one bidder quoting the same rates (after consideration of MSME Purchase Preference), the L-1 Bidder shall be finalised as per GeM provisions. Any mismatch in the rate quoted in Gem Portal, which is not in compliance with minimum wage / statutory requirement, the Bid is liable to be rejected.

#### **18. WORKMAN'S INSURANCE**

Without prejudice to the contractors liabilities and indemnity clause and associated clauses of the contract, the contractor shall at his own cost and initiative at all times upto the successful completion of the contract take out and maintain insurance cover from Nationalized Insurance Company under the workman's compensation Act and any other industrial legislation from time to time applicable in the State of Rajasthan and /or at AAI providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (i.e.) in respect of workmen compensation insurance to be of value of not less than Rupees Two lakh per person, it being understood that such limit is specified only for the purpose of insurance, and shall not otherwise in any manner limit the contractor liability and associated clauses there under of the contract.

#### **19. PAYMENT**

- (i) No advance payment shall be paid to the contractor. The Contractor shall submit the monthly bills in duplicate along with proof of payment of Minimum Wages, PF Contributions, Valid Contract Labour Insurance, ESIC & Bonus (if applicable), etc., for release of payment.
- (ii) AAI shall make payment within 20 days from the date of receipt of bills in order by electronic payment – R.T.G.S.
- (iii) In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.

## **20. DISPUTE RESOLUTION**

All disputes or differences which may arise out of or in connection with or incidental to the agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter :

- (i) **Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties. In case either party withdraws from the Mediation or the dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para 20(ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.
- (ii) **Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub Para 20(i) above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.
  - a) When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.
  - b) When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format that will be provided by AAI.

Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act-1996, as amended from time to time. Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act-1996 and shall be borne by both the parties equally. No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter -VA of the Airports Authority of India Act, 1994.

The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

## **21. FORCE MAJEURE**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earth quake, explosions, epidemics, quarantine restrictions, bandh, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract. The contract shall be continued / resumed as soon as practicable after such an event may come to an end or

cease to exist, and the decision of AAI as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option to terminate the contract.

## **22. TERMINATION OF CONTRACT**

- (i) If the AAI considers that the performance of the contractor is unsatisfactory or not up to the expected standard, the AAI shall notify the same to contractor in writing and specify in detail the cause of such dissatisfaction. The AAI shall have the option to terminate the contract by giving 30 days notice in writing to the contractor, if contractor fails to comply with the requisitions contained in the said written notice issued by the AAI and the decision of the Airport Director shall be final and binding on the Contractor.
- (ii) AAI may also give Termination Notice and without compensation to the contractor to terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.
- (iii) The contract can be terminated by issuing 60 days notice in writing at any time by either the party without assigning any reason and the contractor shall not cease to render the service facility until the AAI makes alternate arrangements thereof and informed the contractor accordingly. The extended period after expiry of the notice period will not, however, be more than 30 days in any case.
- (iv) Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- (v) If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.
- (vi) The agreement shall be deemed to have been terminated on the expiry of the contract period unless AAI has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

## **23. SUBLETTING OF CONTRACT**

The work shall not be subletted / assigned directly or indirectly to any other agencies without prior written consent of the competent authority of the AAI.

## **24. JURISDICTION**

The agreement including all matters with this contract, shall be governed by the Laws of India for the time being in force and shall be subjected to exclusive jurisdiction of the Jodhpur Court only.

**25. CONTRACT AGREEMENT**

The GeM Bid, Additional Terms & Conditions of contract as specified above , Award Letter/Work order/GeM contract order placed to successful bidder or any other relevant letter, shall form the part of the agreement to be made with the AAI. Successful Bidder shall enter into a contract agreement with A.A.I., within 15 (Fifteen) days from the date of issue of GeM Work Order , to be executed on a non-judicial Stamp Paper of value Rs. 200/- as per AAI format and the cost of the same shall be borne by the Contractor.

- 26.** All other relevant Terms & conditions as enumerated in the GeM Service Level Agreement (SLA) for MANPOWER OUTSOURCING SERVICES - MINIMUM WAGE Service conditions, shall also apply. In the event of any confusion or ambiguity between GeM Service Level Agreement (SLA) conditions & AAI's Additional Terms & Conditions (ATC), then AAI's Additional Terms & Conditions (ATC) shall supersede all GeM Service Level Agreement conditions and shall be binding on the contractor.

**-sd/-**

**Airport Director  
AAI, Civil Enclave, Jodhpur**

**BID ACCEPTANCE LETTER**  
**(To be given on Contractor's Letter Head)**

To

**Airport Director**

Airports Authority of India,

Civil Enclave, Jodhpur

342011

**Subject : Acceptance of Terms & Conditions of BID (GeM BID : GEM/2023/B/4079044)**

**Name of Work : Providing of Manpower (03 Nos. Skilled Driver) for Job Works of Driving of various types of vehicle of Airports Authority of India at Civil Enclave, Jodhpur**

Dear Sir / Madam,

1. I/ We have downloaded / obtained the bid document(s) for the above mentioned 'Bid/Work' from GeM Portal web site(s) namely: <https://gem.gov.in> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have inspected the site and read the entire terms and conditions of the bid documents, corrigendum(s) and reply to queries, if any, made available to me/ us which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the bid conditions of AAI's bid documents in its totality / entirety for above mentioned work.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI.
5. I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from bidding in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.
6. I / We do hereby declare and state that none of my/our near relatives is posted in AAI as officer responsible for award and execution of this particular bid/work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.

Yours faithfully,

Date:

(Signature of the Bidder with Official Seal)

**UNDERTAKING REGARDING DEBARMENT/BLACKLISTING/RESTRAINTMENT**

**(To be given on Contractor's Letter Head)**

**Name of Work : Providing of Manpower (03 Nos. Skilled Driver) for Job Works of Driving of various types of vehicle of Airports Authority of India at Civil Enclave, Jodhpur**

**GeM BID No : GEM/2023/B/4079044**

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

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

Date:

Place:

**Signature with Stamp of Authorized representative of the Company/ Firm**

**LETTER OF UNDERTAKING REGARDING THE COMPLIANCE OF GST ACT**  
**(To be given on Contractor's Letter Head)**

**Name of Work :- Providing of Manpower (03 Nos. Skilled Driver) for Job Works of Driving of various types of vehicle of Airports Authority of India at Civil Enclave, Jodhpur**

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:

- 1) I/we hereby declare that I/we am/are registered with GST and are compliant of provisions under GST Act.
- 2) I/we indemnify Airports Authority of India of any liability arising out of non-compliance of GST provisions and blockage of any input credit.
- 3) That all input credits have been passed on to AAI by me / us.

**Signature with Stamp of Authorized representative of the Company/ Firm**

**Place:**

**Date:**

**DECLARATIONS REGARDING COMPLIANCE OF MINIMUM WAGES**

**(To be given on Contractor's Letter Head)**

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), and hereby confirm that I am fully complying with  
the legal obligations with regard to payment of minimum wages as per the Minimum  
Wages Act – 1948 and deduction of Provident Fund Authorities as per EPF&MP Act –  
1952 and Contract Labour (Regulations & Abolition) Act – 1970.

**Signature with Stamp of Authorized representative of the Company/ Firm**

**Place:**

**Date:**

*Note : L-1 bidder has to submit this affidavit attested by a First Class Magistrate / Notary  
Public on nonjudicial stamp paper of Rs. 100/- before award of work.*

**BIDDER BANK DETAILS FOR EMD RETURN**

(To be given on Contractor's Letter Head)

<b>Bidder Name</b>	
<b>Bidder Address</b>	
<b>PIN Code</b>	
<b>Mobile No.</b>	
<b>Email</b>	
<b>Bidder Bank A/c No. for EMD Return</b>	
<b>Bidder Bank Account Holder Name</b>	
<b>Type of Account</b>	
<b>Bank IFSC No.</b>	
<b>Bidder Bank Branch Address</b>	

**Date:**

**Place:**

**Signature and name of the authorized signatory of the firm**

**PRICE BID**

**Name of Work :- Providing of Manpower (03 Nos. Skilled Driver) for Job Works of Driving of various types of vehicle of Airports Authority of India at Civil Enclave Jodhpur**

**GeM BID No :- GEM/2023/B/4079044**

S.No.	Description of Items	Quantity	Unit	Unit Monthly Rate (Inclusive of GST and Exclusive of PF/ESIC/Bonus)	Total Amount (Inclusive GST and Exclusive of PF/ESIC/Bonus)
A	B	C	D	E	F = C X E
1	Providing 03 Nos. of Skilled Driver for Job Works of Driving of various types of AAI vehicles for 26 days per month, 8 Hrs a day including all expenditures as mentioned in Clause No 8(ii) of Additional Terms & Condition of Bid Document.	24	Month		
<b>Total Amount (Inclusive of GST and Exclusive of PF/ESIC/Bonus) in Rs.</b>					

**Note :** Total amount mentioned above should match with amount entered in Financial Bid / Price Bid at GeM portal.

**Date:**

**Place:**

**Signature and name of the authorized signatory of the firm**

**REQUEST LETTER: TRANSMISSION OF BANK GUARANTEE COVER MESSAGE**

**(TO BE SUBMITTED BY APPLICANT TO BG ISSUING BANKS)**

**(To be printed on letter head of company/firm)**

Date:

To

**The Manager**

(Bank),

(Branch)

**Subject: Inclusion of unique identifier code of AAI while transmitting BG cover message where beneficiary bank is ICICI Bank (IFSC-ICIC0000007)**

Dear Sir/Ma'am,

I/we \_\_\_\_\_, request you to include unique identifier AAJODHPUR in field 7037 of SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank- IFSC-ICIC0000007).

Thanking You,

**Signature with Stamp of Authorized representative of the Company/ Firm**

**CHECKLIST FOR NECESSARY DOCUMENTS TO BE UPLADED**

<b>S. No.</b>	<b>Name of the Document</b>	<b>Envelope</b>	<b>Whether enclosed</b>
1	Copy of proof of online payment details of EMD of Rs 37,848 /- (if applicable)	Technical Bid	Yes / No
2	Copy of valid MSE Registration certificate (if applicable)	Technical Bid	Yes / No
3	Copy of valid Startup Registration certificate (if applicable)	Technical Bid	Yes / No
4	Copy of PAN card in the name of Firm or Proprietor.	Technical Bid	Yes / No
5	Copy of GST Registration Certificate.	Technical Bid	Yes / No
6	Copy of Employees Provident Fund Organization (EPFO) Registration Certificate and Employees State Insurance Corporation (ESIC) Registration Certificate.	Technical Bid	Yes / No
7	Copies of Work Orders / Completion Certificate / Experience Certificate of having completed similar nature of work mentioning the value of work done, date of start of work, date of completion of work, nature of work.  Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of Tax Deduction at Sources (TDS) Certificate(s) clearly specifying the name of work, total payment received against the work and TDS amount for the work duly certified by Chartered Accountant having UDIN.	Technical Bid	Yes / No
8	Average annual financial turnover of minimum Rs. 2,83,860 against works executed during the last three Financial Years ending on March-2023.  As a proof, Copy of Abridged Balance Sheet, Profit and Loss Account Statement of the firm shall be submitted for the last three Financial Years ending on March-2023 duly certified by Chartered Accountant having UDIN.	Technical Bid	Yes / No
9	Copy of Bid Acceptance Letter on Bidder's Letter Head (Annexure – I)	Technical Bid	Yes / No
10	Copy of Undertaking regarding Blacklisting/Debarment on Bidder's Letter Head (Annexure – II)	Technical Bid	Yes / No
11	Copy of Undertaking regarding the compliance of GST Act (Annexure – III)	Technical Bid	Yes / No
12	Copy of Declarations regarding compliance of Minimum Wages (Annexure – IV)	Technical Bid	Yes / No
13	Copy of Bidder Bank Details for EMD return (Annexure –V) (if applicable)	Technical Bid	Yes / No
14	Copy of Checklist for Necessary Documents (Annexure-VIII)	Technical Bid	Yes / No
15	Price Bid (Annexure – VI)	Financial Bid	Yes / No

**Date:****Place:****Signature and name of the authorized signatory of the firm**