

**Tender Fee: Rs.590.00 (Inclusive of GST)**  
**[Non-refundable]**

भारतीय विमानपत्तन प्राधिकरण  
**AIRPORTS AUTHORITY OF INDIA**

प्रयागराज हवाई अड्डा, प्रयागराज  
**PRAYAGRAJ AIRPORT, PRAYAGRAJ**

सीएनएस / CNS

निविदा कागजात  
**TENDER DOCUMENT**



**Name of Work: "Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj"**

**TENDER Ref No.: AAI/PRG/CNS/JOB CONTRACT/2021-22/  
(CPP Portal Tender ID No. :- 2021\_AAI\_88528\_1)**

<b>Estimated Cost</b>	<b>₹ 7,88,253 /-</b> <b>(Excluding GST/PF/ESI/BONUS))</b>
<b>EMD Amount</b>	NIL
<b>Last Date And Time Of Sale Of Tender</b>	<b>29.09.2021; 13:00 IST (Through E-tender Process)</b>
<b>Due Date And Time Of Submission Of Tender</b>	<b>29.09.2021; 15:00 IST</b>

**Prepared By: -**

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**Approved by:**

**Anami Pandey**  
Joint General Manager (CNS)  
Airports Authority of India  
Prayagraj Airport  
Prayagraj-211012

**Tender Ref. No.:- AAI/PRG/CNS/JOB CONTRACT/ 2021-22/****Date: 16-09-2021**

**1. Name of Work: “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj”**

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**SECTION – I****NOTICE INVITING TENDER**

1. Airports Authority of India invites sealed e-tenders from the bidders/vendors for the work of “Annual Job Contract for day-to-day Cleaning & support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj” through CPP portal (<http://etenders.gov.in>) as per the scope of work defined in SECTION V.
2. Estimated cost of the purchase / work & the EMD are as given below.

Sr. No.	Name of the Work	Estimated Cost (INR)(excluding GST/PF/ESI/BONUS)	EMD Amount (INR)	COST OF TENDER Fee (INR)Inclusive of GST
1	Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj	₹ 7,88,253 /-	Nil	Rs.590/-

3. This tender is called through the electronic tendering process and can be downloaded/ purchased from the CPP Portal with URL address <http://etenders.gov.in>. A copy of the tender is also available for reference on AAI website [www.aai.aero](http://www.aai.aero). Please note that the submission of the tender is only through the CPP portal <http://etenders.gov.in>. The tenders will not be accepted in any other form. Further it may be noted that tenders who are duly submitted on CPP portal shall only be final and tenders just saved without submission will not be available to the evaluation committee. Bidders are requested to go through e-Procurement portal guidelines, procedures & system setting/requirement. In case of any technical difficulty, bidders may contact on the following help desk numbers & email ids details as mentioned below:-
  - a. Any Queries relating to the process of online bid submission or queries relating to CPP portal Technical Assistance, please call the Helpdesk , on following Telephone Numbers Tel: +91-120-4200462, +91-120-4001002, Email Address: support-eproc@nic.in
  - b. Before submitting queries related to system, bidders are requested to follow the instructions given in “Guidelines to Bidders” of CPPP’s e-procurement portal and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.
  - c. For any Policy related matter / Clarifications Please contact Dept. of Expenditure, Ministry of Finance. E-Mail: cPPP-doe@nic.in
  - d. In order to facilitate the Vendors / Bidders, the AAI Help desk services shall be available on all working days (except Sunday) between 0800-2000 hours and shall assist users related to the use of the CPP e-Procurement portal. The below mentioned help desk numbers are intended only for queries related to the ease of use on e-



procurement portal. However AAI shall not be responsible for any reason to bidders for not submitting the bids in the e-procurement portal.

e. For any technical assistance the escalation matrix as mentioned below :

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1	Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	011-24632950 Ext:3512 (Six lines)	0800-2000 Hrs. (MON – SAT)
2	Mr. Sanjeev Kumar, SM (IT)	After 4 Hours of Issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a> or <a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Prabhakar Bajpai Jt.GM(IT)	After 12 Hours	<a href="mailto:prabhakar@aai.aero">prabhakar@aai.aero</a>	011-24629344	0930-1800 Hrs. (MON-FRI)
4	General Manager(IT)	After 03 Days	<a href="mailto:gmitcq@aai.aero">gmitcq@aai.aero</a>	011-24657900	0930-1800 Hrs. (MON-FRI)

f. The above mentioned help desk numbers are intended only for queries related to the issues on CPP portal (e-procurement) and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager from AAI.

<b><u>Bid Manager:</u></b> Sh. Farrukh Ahsan AGM (CNS), Prayagraj	For tender Queries	frkhsan@aai.aero	0532-2288104	0930-1800 Hrs. (MON-FRI)
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**\*The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.**

- The tender processing fee shall be **Rs.590/-** (Rupees Five Hundred Ninety only) and will be non-refundable. Tender processing fee shall be paid to “on-line” on CPP Portal Gateway and submit the fee receipt certificate issued.
- Concessions to the MSME registered with NSIC, shall be applicable as per the directives of Govt. of India.

**5.1** Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.



5.2 Purchase preference to domestically manufactured electronics goods shall be applicable as per policy issued by Department of Electronics and Information Technology (Deity).

6. The critical dates for this tender are as given below.

Sr. No.	Activity	Date	Time in IST
1	Publishing Date & Time	16.09.2021	18:00 HRS
2	Bid Document Download / Sale Start Date & Time	16.09.2021	18:00 HRS
3	Clarification Start Date & Time	16.09.2021	18:30 HRS
4	Clarification End Date & Time	26.09.2021	17:00 HRS
5	Document download/ Sale End Date & Time	29.09.2021	13:00 HRS
6	AAI Response to Bidder Queries	29.09.2021	13:00 HRS
7	Bid Submission Start Date & Time	16.09.2021	18:00 HRS
8	Bid Submission End Date & Time	29.09.2021	15:00 HRS
9	Bid Opening of Technical Bid (Cover -I)	30.09.2021	15:30 HRS
10	Date of Opening of financial bids (Cover-II)	To be intimated later	

7. Clarifications/queries if any may be uploaded on procurement portal as per critical dates mentioned above in MS Excel sheet. Clarifications/queries should be in the following format

S.No	Tender No	Page	Tender Clause / Para No.	Tender Clause	Bidder's Query

8. Clarification needed if any may be sent through CPP e-tendering portal only.



## SECTION – II INSTRUCTIONS TO BIDDERS

### A. ELIGIBILITY CRITERIA :

1. (Bidders shall upload scanned copy of following documents in readable form at CPP e-tendering portal corresponding to Eligibility as criterion mentioned below)

#### 1.1 List of documents to be attached with the Eligibility cum Technical Bid –

##### 1.1.1 GST Registration number & PAN.

1.1.2 **Proof of execution of works:** Vendor 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 ₹ 3,15,301 /-(40% of the estimated tender cost) or two works, each of ₹ 3,94,127 /-(50% of the estimated tender cost) or one work of ₹ 6,30,603 /-(80% of the estimated tender cost) in single contract in relevant field during last seven years ending on last date of submission of e-Bid in India.

1.1.3 **Proof of satisfactory service:** Bidder shall submit **completion/ performance certificate** in respect of the experience of works claimed by bidder against execution of works (Para 2.1.2) above. Certification of satisfaction with complete detail of work carried out shall be submitted. Further completion certificates should be **issued by the end Customer. In case of work experience of Private sectors, bidder has to submit TDS certificate issued by the Customer in support of payment received and execution of work.**

1.1.4 A list of clients served (with contact address and official email Ids) shall also be attached.

1.1.5 **Earnest Money Deposit:** Vendor has to submit Proforma for Earnest Money Declaration (Annexure-VIII).

1.1.6 **Tender fee** shall be paid online on CPP Portal Gateway and submit the fee receipt certificate issued.

1.1.7 **Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed** as the case may be.

1.1.8 **Annualized Average Financial Turnover:** Vendor should have annualized average financial turnover of at least ₹ 2,36,476 /-(30% of the estimated tender cost) during last 3 financial years ending **on 31<sup>st</sup> March 2021**. As a proof of financial turn over, copy of audited abridged Balance Sheet along with profit & loss account of the bidder for the last three year should be submitted.

1.1.9 **Acceptance Letter:** Un-Conditional Acceptance Letter of all tender conditions in the format enclosed as Annexure-I of the tender document.



**1.1.10 Power of Attorney:** Power of Attorney (Stamp of Rupees 100/-) authorizing the designated executive to sign all documents on behalf of the company or Firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm.

**1.1.11 Details of the Vendor Firm/ Company:** Format enclosed as Annexure-VI of the tender document.

**1.1.12** Undertaking w.r.t Not blacklisted as Annexure-IIA.

**1.1.13** Undertaking w.r.t Relative as Annexure-IIC.

**1.1.14** Undertaking w.r.t. **restrictions under Rule 144(xi) of GFR(2017)-Dept of Expenditure OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July,2020 (Annex-IIB).**

**List of documents to be attached with the Eligibility Bid (PQQ cum Technical Folder)-**  
**Note:** The **name of files** uploaded at e-tender Portal should be corresponding to the documents required as mentioned in Table.

Sl no.	Eligibility Cum Technical Bid e-Documents (PDF)	e-File :Named As
<b>A</b>	GST Registration Number ,PAN	Firm/Company Details
<b>B</b>	Proof of Experience of Works claimed. (PO / Work Order issued by the customer)	Experience PO-01 Experience PO-02 Experience PO-03
<b>C</b>	Proof of completion (Completion Certificate issued by the customer)	CC-01, CC-02 & CC-03
<b>C.1</b>	a) Value of order /contract b) Scope of order /Contract c) Order Number /Contract No. Award Date d) Order /Contract Completion date e) Complete address of site (s)	
<b>D</b>	A letter of bidder having details of customer of works claimed for experience including postal address, official Phone Number, Email Address and URL (if any).	PO-Customer –Details
<b>E</b>	List of client references with contact details including Email Ids.	Client List
<b>F</b>	Articles of Memorandum of Association or Partnership Deed or Proprietorship Deed as the case may be.	MOA or Firm Deed
<b>G</b>	Audited Balance Sheet during last three years ending 31 <sup>st</sup> March 2021.	ABS-2019;ABS-2020 & ABS-2021
<b>H</b>	Letter for Un-conditional Acceptance of terms & conditions of tender as per as Annexure-I	Acceptance Letter
<b>I</b>	Power of Attorney (In case of Signatory is other than Director of a Company or Proprietor / Partner of the Firm)	POA
<b>J</b>	Details of the Vendor Firm/ Company: Format enclosed as Annexure-VI of the tender document	Vendor Details
<b>K</b>	Undertaking w.r.t Not blacklisted Annexure-IIA	Annexure-IIA



L	Scanned Copy of Tender Fee payment	Tender Fee
M	Undertaking w.r.t restrictions under Rule 144(xi) of GFR(2017)-Dept. of Expenditure OM No. 6/18/2019-PPD dated 23 <sup>rd</sup> July,2020.	Annexure IIB
N	Digitally Signed Tender Document on each page including Corrigendum's (if any)	Tender
O	Undertaking w.r.t. Relatives	Annexure-IIC
P	ESIC Registration number of Company with proof.	ESIC Registration Certificate
Q	EPFO Registration number of Company with proof.	EPFO Registration Certificate

1.1.15 Digitally Signed Tender Document including Corrigendum's (if any)

1.1.16 ESIC Registration number of Company with proof.

1.1.17 EPFO Registration number of Company with proof.

## 2. COST OF BIDDING :

2.2. The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## B. THE BID DOCUMENTS :

### 3. BID DOCUMENTS

4.1 The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include-

4.1.1	Section - I	(Notice Inviting Tender)
4.1.2	Section - II	(Instructions to Bidders)
4.1.3	Section - III	(General Terms & Conditions of the Contract)
4.1.4	Section - IV	(Special Conditions of the Contract)
4.1.5	Section -V	(Scope of work)
4.1.6	Annexure -I	(Acceptance Letter)
4.1.7	Annexure -II	(Performance Bank Guarantee)
4.1.8	Annexure IIA	Undertaking w.r.t Not Black Listed
4.1.9	Annexure IIB	Undertaking w.r.t. restrictions
4.1.10	Annexure IIC	Undertaking w.r.t. relatives
4.1.11	Annexure -III	(Qualification of Staff)
4.1.12	Annexure -IV	(Format for intimation of force Majeure)
4.1.13	Annexure -VI	(Details of the Vendor Firm/ Company)
4.1.14	Annexure -VII	Power of Attorney Format
4.1.15	Annexure -VIII	Proforma for EMD Declaration
4.1.16	Schedule A	LICENSE AGREEMENT
4.1.17	Schedule-B	Schedule of Quantity



**4.2 The Bidder is expected to examine all instructions**, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

#### 4. AMENDMENTS TO BID DOCUMENTS

4.2. At any time, prior to the date of submission of bids, the Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

4.3. The amendments shall be communicated to all prospective bidders as corrigendum on the e-tender portal and these amendments will be binding on them.

#### C. PREPARATION OF BIDS :

#### 5. DOCUMENTS COMPRISING THE BID :

5.1 The bid prepared by the bidder shall be in two parts to be submitted as per **Para D** of this Section. Each part to contain the following components:

**Eligibility cum Technical Bid: For provision of “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj” consisting of the following documents.**

- i. All the relevant documents as asked for Eligibility & Technical criteria of the tender.
- ii. Tender fee shall be paid online on CPP Portal Gateway and submit the fee receipt certificate issued.
- iii. Duly filled Proforma for Earnest Money declaration (As per Annex-VIII) to be submitted on contractor's letter head.
- iv. Documentary evidence established in accordance with Clause 8 of this section that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- v. Compliance Statement as per Clause 8.1.2

**5.2 Financial Bid: For provision of “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj” consisting of the following documents and filled online only.**

5.2.1 Financial Bid Form (upload BOQ.xls on the portal).

5.2.2 The bidder shall quote the rates in English language and international numerals.

5.2.3 Bidder to quote cost for all the line items in online BOQ form only.

5.2.4 Incomplete bid form shall be rejected by AAI



## 6. BID PRICES :

### 6.2. The bidder shall fill the price schedule as follows:

**6.2.1.** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The Financial Bid (Scheduled-B) shows the bill of material for all items with scheduled quantities. Bidders are required to download the Financial Bid/BOQ file, open it and complete the 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. **It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be a part of the evaluation process.**

**6.2.2. The bidder shall quote the bid amount inclusive of all Taxes, duties and Cess, etc. but excluding of GST (Goods and Service tax), PF, ESI & BONUS. GST, PF, ESI & BONUS will be paid as per Govt./AAI Rules after submission of document. 1% Cess will be deducted from each bill.**

**6.2.3.** The Unit Rate shall be used for calculating the total amount in the Financial Bid.

**6.2.4.** In the event of any ambiguity, the Unit Rate given in the Financial Bid shall be taken as the correct basis for calculating all other data. In the event of any Errors or Ambiguity in Unit Rates itself the Financial Bid of the bidder shall be rejected.

**6.2.5.** If any bidder quotes “NIL” charges, then the bid shall be treated as unresponsive and shall not be considered.

**6.2.6.** The prices quoted by the bidder shall remain firm on the date of submission of the Bid and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

**6.3.** The bidder shall quote only one price for each item of same specification against the nomenclature shown in Financial Bid/BOQ.

**6.4.** The bidder shall quote as per price schedule given in Financial Bid for all the items as per SOQ (as per Schedule-B).

## 7. Not Applicable

## 8. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS:

### 8.1 AAI Rights

#### 8.1.1.1 RIGHT TO ACCEPT OR REJECT THE TENDERS :



- 8.1.1.1.1** The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to it-self the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 8.1.1.1.2** Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- 8.1.1.1.3** The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer’s action.
- 8.2** Pursuant to the documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any costs incurred in the preparation and submission of any tender.
- 8.3** If the bidder gives wrong information in his Tender, AAI reserves the right to reject such tender at any stage or to cancel the contract.

## **9 PERIOD OF VALIDITY OF TENDER (BID)**

- 9.1** The offered Bid shall remain valid for a minimum of **180 days** from the date of opening of the technical bid. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of AAI. In case of the bidder revoking or canceling the offer or varying any term in regard thereof, necessary actions may be taken by AAI.
- 9.2** If there is any delay in finalization due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to be finalized. However, the tender process shall not be vitiated if any tenderer declines to extend the offer as requested for. In case award of contract is not finalized within 180 days, AAI shall request the bidders to extend the validity of bid. If bidder does not extend bid then their bid shall not be considered for further evaluation.

## **10. FORMATS AND SIGNING OF BID :**

- 10.1** The e-Bid shall be digitally signed by the bidder at e-tendering portal duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization as case may be. The person or persons signing the e-bid shall sign the bid, except for printed literature. The e-bid submitted shall be in properly in readable form and encrypted as per e-tendering portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions shall not be considered.

## **D. SUBMISSION OF BID DOCUMENTS :**

### **11. SEALING AND MARKING OF BIDS :**

- 11.1** The bidders shall digitally sign & encrypt their bids and upload the bid on line at CPP procurement portal.



- 11.2 If all the envelopes are not digitally signed & encrypted the buyer shall not accept such open bids for evaluation purpose and treated as non-responsive. Such bid shall be liable to be rejected.

## 12. SUBMISSION OF BIDS :

- 12.1 The buyer shall receive the bids on line through CPP e-portal only not later than that the schedule date specified in the NIT.
- 12.2 The Buyer may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 5 in which case all rights and obligations of the Buyer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 12.3 The bidder shall submit his bid offer on line at CPP e-tender portal only. Digitally signed tender document downloaded from CPP e-tender portal shall be considered. No separate documents shall be valid. Only relevant attachments, if any other than the tender document, shall be listed out for reference.

## 13. LATE BIDS :

- 13.1 Any bid uploaded after the deadline e-portal system shall not permit uploading of bids after the schedule time of submission.

## 14. CORRECTIONS / MODIFICATIONS AND WITHDRAWAL OF BIDS :

- 14.1 The bidder may correct, modify his digitally signed bid after submission prior to the deadline, through provisions of e-tendering portal.
- 14.2 No bid shall be modified subsequent to the deadline for submission of bids.

## E. BID OPENING AND EVALUATION:

### 15 OPENING OF BIDS:

- 15.1 The Buyer shall open Bids on line through e-portal as per schedule or as per intimation of Bid Opening Date & Time to bidders. Bidders or his authorized representatives who choose to attend on the opening date and time may do so if desired. The Bidder's representatives, who are present, shall sign the tender opening register. The bidder shall submit authority letter to this effect before they are allowed to participate in bid opening.
- 15.2 Maximum of two well-informed representatives of each eligible bidder shall only be allowed to attend the online opening of the bids.
- 15.3 Representative whose bid is not submitted/ rejected cannot attend the tender opening.

### 16 CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS

- 16.1 The general eligibility criteria shall be evaluated during preliminary stage and the vendors who have not submitted requisite documents shall be asked through CPP e-tendering portal to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered further for detailed evaluation.



16.2 It may be noted that enquires / clarifications shall be responded only through e-tendering Portal. All such queries shall be entertained which are received on or before last date/time for submission of queries. AAI response will be uploaded through e-tendering portal. Written responses and no verbal / telephonic enquiry shall be entertained during the tender process

## 17 EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

### 17.1 Technical Evaluation:

The eligibility criteria shall be evaluated after opening of bids. Clarifications if any shall be asked from bidders through CPP portal to substantiate their claims with documentary evidence before a given date, failing which their bids shall not be considered further for evaluation. The requirements shall be verified against the manuals / technical literature submitted by the vendors. The technical Bids of the vendors who fail to substantiate their claim on meeting the technical requirements even after the above process shall be rejected.

17.1.1 AAI may seek performance report on a vendor for other clients whose reference are given in the tender. An adverse report from a client shall make the vendor technically unfit leading to his rejection. The process of seeking performance report shall be kept confidential so that the vendor is not able to influence the process.

17.1.2 A short-list of bidders qualifying technically shall be drawn and thereafter these short-listed bids shall be treated at par for the purpose of financial comparison.

## 18 OPENING OF THE FINANCIAL BIDS:

18.1.1 Financial Bids of those vendors who qualify technically shall be opened electronically at CPP e-portal in the on-line presence of the bidders. Time and date of opening shall be notified in writing through CPP e-tendering portal.

18.1.2 The bidder shall issue authority letters to their representatives to attend the opening of financial bids if desired to be present at AAI premise.

18.1.3 In case of submission of erroneous or incorrect financial bid which led to the rejection of the bid, total bid submitted by the vendor/ tenderer will be summarily rejected .

18.1.4 The payment for the GST shall be as per actuals (limited to the prevailing rates of Government of India).

18.1.5 AAI's decision in the evaluation process shall be final and binding on all Bidders.

18.1.6 **The comparison for evaluation shall be of the total cost of the bid amount Exclusive of GST/PF/ESI/Bonus but inclusive of all other levies and charges etc.** A short list of first three lowest bidders in ascending order shall be drawn and named L1, L2 and L3.

18.1.7 If quoted amount of two or more bidder are same in this case the bidder having higher annualized average financial turnover **(as per clause Section II, 1.1.7)** is more would be considered as L1.



## 19 CONTACTING THE BUYER :

- 19.1 Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.
- 19.2 No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.
- 19.3 Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

## 20 AWARD OF CONTRACT :

- 20.1 The acceptance of the tender will be intimated to the successful bidder by AAI, either by fax/ e-mail or by letter, e-portal.
- 20.2 The issue of a Works Order / Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.
- 20.3 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.

## 21 ISSUE OF WORKS ORDER :

- 21.1 Acceptance of the Works order / Purchase Order will be deemed as effective from the date of issue of Works Order / Purchase Order.

## 22 SIGNING OF CONTRACT:

- 22.1 The acceptance of the tender will be intimated to the successful bidder by AAI, either by e-mail or by letter, e-portal.
- 22.2 The issue of a Works Order / Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.
- 22.3 Acceptance of the Works order / Purchase Order will be deemed as effective from the date of issue of Works Order / Purchase Order. All formalities of submission of the Contract Performance Bank Guarantee in pursuant to clause 6 of section-III of NIT in the format attached as Annexure II and **signing of the contract shall be completed within 15 days of the Work Order.**
- 22.4 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding

## 23 ANNULMENT OF AWARD :

- 23.1 The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. **The signing of the Contract shall be completed within 15 days of the award of the Works Order / Purchase Order.**
- 23.2 Failure of the successful bidder to comply with the requirement of Clause 23 shall constitute sufficient ground for the annulment of the award in which event the



Buyer may make the award to any other bidder at his discretion or call for new bids.

#### 24 **QUALITY ASSURANCE REQUIREMENTS :**

- 24.1 The supplier shall submit copies of Valid Certificates to ensure that all works comply with standards specified in the QRs.

#### 25 **TRANSFER OF TENDER DOCUMENT :**

- 25.1 Transfer of Tender Documents by one bidder to another is not permissible. Similarly transfer of tenders submitted by one bidder in the name of another vendor is not permissible.

#### 26 **CONTRACT MONITORING :**

- 26.1 The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract

- 26.2 First such meeting shall be hold within one week of award of the contract. The date and time of such meeting shall be intimated to the contractor / supplier by fax. / post/e-mail. The date and time of subsequent meetings shall be decided and recorded in previous meetings.

- 26.3 The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both AAI and the contractor. Project review meetings shall be with reference to mile stones and contract performance analysis.

- 26.4 Buyer shall communicate the readiness of the site(s) to the vendor & when the buyer is ready with the installation plans.

- 27 Relation or relations employed in AAI in the capacity of an officer or the authority inviting tender, the same shall be informed by the bidder. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAI has / have tried to influence the tender proceedings then AAI at its sole discretion may reject the tender or cancel the contract.

- 28 The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.

- 29 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers / clarifications may be liable for action as per clause 19 above.



## SECTION - III GENERAL TERMS & CONDITIONS OF THE CONTRACT

### 1. Purpose & Scope

1.1 This document sets out the terms & conditions to be met in connection with the provision of “**Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj**” to AAI for the work as per details given in the notice inviting Tender.

### 2. Compliance:

- 2.1 The unconditional acceptance of all the terms & conditions of the NIT has to be submitted through a letter. The format of the letter is attached at Annexure-I.
- 2.2 The submission of the tender will imply acceptance of all the tender conditions by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.
- 2.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 2.4 **Each page of the Bid and cuttings / corrections shall be duly signed with stamp by the bidder.**
- 2.5 The submission of unconditional acceptance as described above is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in his tender being rejected.

### 3. Language and Currency :

- 3.1 The bidder shall quote the rates in English language and international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. In case of disparity in figures & words, the rate in words will be considered. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

### 4. Standard Conditions.

- 4.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 4.2 For the purpose of the tender, the metric system of units shall be used.
- 4.3 All entries in the tender shall either be typed or be in ink. Erasures shall render such tenders liable to summary rejection. The bidder shall duly attest all corrections, cancellation and insertions.
- 4.4 Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.



## 5. Tender Fee :

5.1 The tenderer shall submit **scanned copy of tender fee** of value of **Rs. 590/- (i/c. GST)** shall be paid “on-line” on CPP Portal Gateway. If tender fee is not paid, then valid exemption certificate shall be submitted as per NIT criteria, otherwise the bid will be rejected outright.

### 5.2 Details of Tender Inviting Authority

**Address: - Jt. GM-CNS, O/o Airport Director, Airports Authority of India, Prayagraj Airport -211012. (Contact: 0532-2288111)**

5.3 In no scenario the vendors are required to submit or contact any AAI employee for physical submission of any documents before opening the bids.

## 6. Performance bank Guarantee.

6.1 The successful bidder shall submit Contract performance guarantee (in lieu of Contract Performance security) for an amount equal to 3% of total order value (Inclusive GST) which shall remain valid for a period of 90 days beyond the date of completion of all contractual obligation of the supplier, including warranty obligation. In case successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from First running Bill. In case, successful bidder fails to submit performance bank guarantee within 60 days, AAI reserve the right to cancel the order.

6.2 The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable.

6.3 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest.

6.4 A fine of an amount calculated @ 0.5 % of the total value of awarded cost of the aforesaid work per week for deviation from the tender condition/scope of work. The fine shall be recovered from their bill or Bank Guarantee.

## 7. Correspondence/AEP/Subletting Contract:

7.1 All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

7.2 Contractor is responsible to get the **Airport Entry Pass (AEP)** for maintenance staff deputed to execute this contract. If any expense occurs related to AEP, contractor shall be liable to pay. It is the responsibility of the contractor that the maintenance staff does not involve in any other matters of AAI or other agencies in Airport and their duties are strictly restricted to maintenance of system under the purview of this contract. The successful bidder need to **register and upload the company details in Govt. e-sahaj portal for BCAS Security Clearance** for applying AEP.

7.3 **Subletting of Contract:** Directly or indirectly, the Contractor shall not sublet the Work / Contract / assigned to other agencies / parties without obtaining written permission from the AAI which reserve all the rights in this regards



## 8. Force Majeure :

- 8.1. A Force Majeure (FM) means unexpected circumstances such as war or an act of God (like a natural calamity) that can prevent the seller from fulfilling the terms of the contract. A FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract.
- 8.2. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto.
- 8.3. The purchaser cannot enforce any punitive measures in the contract, so long as the delay and/ or failure of the seller in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

## 9. Patents, Successful bidder's Liability & Compliance of Regulations

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

## 10. Settlement of Disputes :

**10.1** To avoid escalation in time, cost and unpleasantness resulting from disputes, the contract should contain suitable provisions for settlement of disputes or difference. AAI provides for a Dispute Resolution mechanism in the form of Dispute Resolution Board / Committee and a suitable clause to this extent be made a part of the tender.

**10.2** The dispute resolution may also include a clause which stipulates that in the event of a dispute not being resolved to the satisfaction of the purchaser and the seller, the dispute be referred to a higher level in the hierarchy in both the organisations.

**10.3** The Dispute Resolution Committee shall be formulated as per following guidelines:

**10.3.1** For works awarded by Member/Chairman/AAI Board, Constitution of DRC shall be decided by Chairman, AAI.

**10.3.2** For Works awarded by ED level of Officers at CHQ. Followings shall be members of DRC.

**10.3.2.1** GM (from same discipline but other than under whose jurisdiction, the work falls)

**10.3.2.2** Joint GM / DGM – Finance Directorate.

**10.3.2.3** Joint GM / DGM – Planning/Engg/CNS/ATM/Communication Equipment Directorate (other than dealing with the subject contract).

**10.3.3** For Works awarded by RED or APD (ED), followings shall be members of DRC

**10.3.3.1** GM (from same discipline but other than under whose jurisdiction, the work falls)

**10.3.3.2** Joint GM/DGM – Finance Directorate.

**10.3.3.3** Joint GM/DGM – Planning /Engg/CNS/ATM/ Communication

**10.4** In case of contract awarded by officers below ED level, the matter will be referred to concerned ED/RED for constitution of DRC. The DRC will be constituted on same lines as given in above sections.



**10.5** Officers appointed on DRC, not serving in AAI, will be eligible to get fee as applicable for arbitration cases. No fees or honorarium will be payable to officers serving in AAI. However, they will be entitled to TA/DA etc. as applicable for tours.

**10.6** An officer will be nominated by HOD of concerned Directorate or Department, who will function as ‘Member-Secretary’ to the DRC. Member-Secretary will be responsible for all administrative work like issue of letters/notices to parties, obtaining their replies and putting up to DRC, making arrangements for holding the meetings etc.

**10.7** Officers of GM/DGM/SM rank will be authorized by HOD, who are parties to the contract from AAI side to present the AAI’s case before the DRC, alongside the contractor, who shall present his case.

**10.8** DRC thus constituted may act as ‘conciliator’ and will be guided by principles of ‘conciliation’ as included in part III of Arbitration & Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015.

**10.9** DRC may adopt a procedure based on principles of equity and natural justice, giving full opportunity to both the parties to present their view points to their satisfaction. The DRC shall give full consideration first to the contract conditions and if specific issue is not addressed under contract conditions, it will be guided by principles of objectivity, fairness and justice giving consideration to among other things, the rights and obligations of the parties and usages of trade concerned and circumstances surrounding the disputes including any previous business practices between the parties as provided in the Arbitration and Conciliation Act 1996.

**10.10** When it appears that there exists elements of a settlement which may be acceptable, the possible settlement will be drawn and given to parties in draft form, for their acceptance. Departmental officers of AAI will process draft agreement to Competent Authority for obtaining his concurrence / approval before signing the ‘Settlement Agreement’.

**10.11** If all parties agree on a settlement of disputes, a written agreement shall be drawn and signed by parties. DRC shall authenticate the ‘Settlement Agreement’ and furnish a copy thereof to each party.

**10.12** Dispute Resolution Committee should give its reports/settlement agreement within 45 days of its constitution.

**10.13** When the disputes could not be resolved through the Dispute Resolution Committee, the Arbitration clause may be invoked.

**10.14** The Contractor shall be entitled for invoking the arbitration clause only after exhausting the remedy available under the Dispute Resolution Mechanism. 9.11.15 If the parties fail to reach a resolution even after referring to the higher level, either party should be able to start arbitration proceedings under the Indian sellers as per the Indian Arbitration and Conciliation Act, 1996 and Changes and amendments to the Act in 2015 after following the due procedure.

## **11. Arbitration and Law :**

11.1 Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman AAI. The venue of Arbitration shall be New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

**11.2** Indian laws shall govern this contract.

## **12. TERMINATION FOR INSOLVENCY :**

12.1 The AAI may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise



insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAI. In the event of termination for penalty to the contractor Clause 17 shall be applicable.

### 13. SET OFF :

13.1 Any sum of money due and payable to the contractor under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

### 14. CPP E-Tender portal:

14.1 Tender process shall be through CPP-E Tender portal. Equivalent terms and condition of contract for CPP E Tender portal system shall be followed, where statement/ condition is made/suits for manual system.

### 15. Following clause on limitation of liability is include (Additional Clause)

15.1 Notwithstanding any other term, there shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property due to gross negligence and willful misconduct of the contractor or his employees.

15.2 “In case of Court verdict either party found liable for any claim during the contract period shall be liable for due fulfillment of such verdict. Also party will not be liable for any indirect and consequential damages. (Applicable for both parties.)

15.3 In all other cases not covered above the total liability under the terms of this Agreement shall not exceed the contract value.

### 16. Following clause is included (Additional clause)

16.1 AAI will separately ask the bidders to specify the applicable taxes. The prices are to be quoted inclusive of all taxes as applicable on the date of submission of the tender in the format given on the e tender portal .Any variation in applicable taxes for the Govt. of India post submission of bids shall be payable as per actual. This will be subject to submission of proof of taxes paid.

### 17. TERMINATION FOR DEFAULT & RISK PURCHASE :

17.1 The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.

(a) If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by the AAI pursuant to Clause 9 of Section - III.

(b) If the Contractor fails to perform any other obligation(s) under Contract.

17.2 If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.



- 17.3 As a penalty to the Contractor the AAI shall en-cash Contract Performance Bank Guarantee. The AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.



## SECTION -IV

### SPECIAL CONDITIONS OF THE CONTRACT

#### Standards

- a. In case of absence of any Contractor Employee, contractor has to provide their replacement otherwise no payment will be made. Moreover, a penalty will also be imposed per person per occasion of absence as per clause 5 of Section-IV.
- b. Work order may extend upto six months (maximum) in steps of three months on same terms & conditions. Such extension will come in effect when both the parties are mutually agreed.
- c. AAI reserve the right to reduce any or whole items of the contract or terminate without assigning any reason.

#### 1. Inspection of Site

The contractor shall be deemed to have satisfied himself as to the nature of the site of work, local facilities of access availability etc. and all other matters affecting his prices for the execution and completion of work. He is required to make himself fully acquainted with the nature and scope of works to be carried out.

#### 2. Payment terms

- (i) The Contractor **by 20<sup>th</sup> of every month** shall provide monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to EPFC and ESI Corporation in respect of the workers/ employees engaged by him.
- (ii) On submission of monthly bills (in duplicate), duly signed /verified and completed in all the manners, the AAI will process and release the payment within a period of 30 days from the date of receipt. The payment shall be made after making statutory deductions like Security Deposit, Income Tax, **Labour Cess** as applicable and other liabilities/penalties for which contractor has made himself/herself liable under the provisions of the Contract.
- (iii) Delay on account of incomplete / late submission / Non-verification of bills by user etc. will be the responsibility of the Contractor.
- (iv) Bills should be written properly and in easy-to-understand format/language. Bills with any kind of over writings cause unnecessary delay in processing. Delay on such accounts shall be the responsibility of contractor only.
- (v) The following documents are to be deposited along with the Contractor bills for payment:
  - (a) Proof of the GST deposit Challan duly signed by the contractor paid by the contractor in previous month(s). (Two Photocopies duly certified by the Contractor for their genuineness).
  - (b) PF and ESIC deposit challans for the manpower employed duly signed by the contractor. (Two Photocopies duly certified by the Contractor for their genuineness).
  - (c) Proof of the monthly salary to the manpower deployed by the contractor comply
  - (d) Bill of the Contractor in Duplicate.
  - (e) No mobilization advance shall be paid.
  - (f) TDS shall be deducted as per GOI rules applicable from to time during period of contract.



(vi) ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on submission of documentary evidence to AAI. Bonus will be reimbursed on submission of documentary evidence by the contractor to AAI. Contractor shall submit the EPF challan and statement along with EPF code of the individual and proof of depositing the amount to statutory authorities. **The contractor has to deposit EPF & ESI on the minimum wages of their staff individually and provide PF & ESI cards with nos. regularly, failing which Bills shall be withheld and will be released on submission of required documents penalty will also impose as per penalty clause.**

(vii) Income tax OR any other Statutory tax etc which will be applicable to be deducted at source, shall be deducted from the running bills of the Contractor by the AAI.

(viii) Rates quoted shall be valid for acceptance for 180 days from the date of opening of Cover-II (Finance).

### 3. Paying Authority:

On behalf of AAI, The Airport Director, Prayagraj Airport, Prayagraj-211012 OR his representative/successor in the office, will be the paying authority. Bills should directly be submitted to him OR to his representative/successor that will process the same for payment.

### 4 Sufficiency of Tender:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works 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.

The contractors shall employ only Indian Nationals and verify their antecedents and loyalty before employing them on the work. He shall ensure that no person of doubtful antecedent and nationality is in any way, associated with the works.

### 5 Penalty:

(i) **The contractor is liable to make the arrangement of substitute against the absentee staff. At any time if it is found that any staff is absent and no substitute has been provided no payment will be made in addition to that the following amount shall also be recovered from the monthly bill of the contractor.**

**1. Semiskilled: Rs. 500/- per day**

**2. Unskilled : Rs. 400/- per day**

(ii) The contractor has to deposit PF & ESI as applicable to their staff regularly, failing which recovery / withheld @ 24 % & 3.5 % of wage payment against PF & ESI respectively shall be made from their Bills.

(iii) If agency fail to disburse the bonus on time (refer Section VI clause 11- VII), the amount @10% of the subsequent bills shall be withhold which shall be released on the disbursement of bonus.

(iv) If the performance of the contractor is not found satisfactory in the opinion of AAI or in case of any failure of contractual obligations, the AAI reserves the right to cancel the contract and to encash PBG 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 PBG.



## 6 Contractors & Liabilities (Staff / Driver/ Manpower):

- (i) The contractor will comply with / obey /abide by the provisions of the labour laws which are in force such as contract labour ( Regulation and Abolition) Act 1970, contract labour (Regulation and Abolition) Central Rules 1971, workmen's compensation Act 1923, Child Labour (Prohibition and Regulation) Act 1986, Minimum Wages Act, 1948, Minimum Wages (Central) Rules 1950, Payment of Wages Act 1936, Employees Liability Act 1938, or the modifications thereof or any other laws relating thereto and the rule made there under and their amendments made from time to time.
- (ii) **Firm have to submit Affidavit for Minimum Wages on prescribed format on Non Judicial Stamp Paper of Uttar Pradesh of Rs.100/- within 15 days of commencement of work.**
- (iii) The contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952 and ESI Act, 1948, amended from time to time and rules framed there under.
- (iv) The contractor shall on award of the contract, furnish the list containing names and addresses of his staff along with police verification report of each workman so as to enable the AAI to check the character and antecedents and to provide temporary permits to operate within the restricted area(s). The contractor shall get AAI's approval for the staff to be engaged.
- (v) The AAI will have the right to reject the presence of any of the Contractor Employee having indecent conduct, behaviour OR if found to be of doubtful character. The contractor will have to replace him as per AAI advice.

## 7 Contractor's Employee

- (i) The Contractor's Employee should always have the working mobile phone for communication.
- (ii) Contractor's Employee, at site should be well disciplined, dressed in a neat & clean outfits wear shoes. Their Photo identity card with name & designation shall be displaced at left chest of outfits.
- (iii) The Contractor will arrange for Character and Antecedents Verification of their Contractor's Employees from the Local Police /designated State Authority on his own expenditure. Such Character and Antecedents verification proof document copies will be deposited with their Application forms for issue of AEP, ADP and also for any other work which may be warranted under scope of works.
- (iv) Before deploying the manpower contractor should submit the credential of the manpower to Officer In-Charge-CNS, Prayagraj Airport and he will take their interview before finalizing them. After deploying the manpower, contractor can't change them without the consent of Officer In-Charge-CNS, Prayagraj Airport.



## 8 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 Uttar Pradesh 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 One 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.

9 NSIC bidders shall be dealt as per Government of India guidelines.

## 10 Period of Contract:

Initially, the period of contract will be for one years. **The same can, however, be extended for further period of six months (in steps of 03 months) on the same rates, terms and conditions of the agreement subject to satisfactory performance of the contractor. The duration of renewed contract will be decided by AAI.** The contract period may be reduced as per requirement of AAI.

## 11 Miscellaneous:

- (i) The Contractor shall submit a list of his employees 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 PF account No & ESI No of the workers deployed by the contractor for this contract shall also be submitted.
- (ii) The AAI also reserve the right to award the whole or part of the work to a contractor.
- (iii) The contractor shall indemnify and keep indemnified AAI against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.
- (iv) Any damage caused to the AAI property by the employees of contractor will be reimbursed by the contractor.
- (v) In case if any of the contractor staff goes on leave, a suitable substitute has to be provided 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.
- (vi) The contractor has to pay the Bonus as per Payment of Bonus Act, 1965 & amended thereafter to all their staff engaged under this contract 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, penalty will impose as per penalty clause (SECTION iv clause-5) .



## 12 Termination of Contract:

- (i) Without prejudice to the right of termination provided under the contract or without prejudice to any other remedy available to the contract in this behalf, the either party may terminate the contract at any time on giving the contractor not less than 30 days notice in writing, if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which The Airport Director Airports Authority of India, Prayagraj shall be the sole judge.
- (ii) Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed upto the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipments, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- (iii) 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 what so ever.
- (iv) 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.
- (v) Notwithstanding anything contained above, if the contract is terminated on the ground of force majeure, AAI will not be responsible to pay any compensation.
- (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.

**13 The total amount of final bill worked out at the accepted tender rates, if found to be more than the amount worked out at the quoted rates of the tenderers, a lump sum recovery shall be made from the final bill of the contractor so that overall position of the lowest tenderer remains unchanged.**

(Signature of the Tenderer)

Name: \_\_\_\_\_

Seal: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Date: \_\_\_\_\_



## **SECTION - V**

### **(Scope of work)**

The AAI has defined the work procedures on for Repair and maintenance of Existing R/C Lines, I/COM Lines, LAN cable & Routine Cleaning/Dusting of Nav-Aid / Equipment Room/Airport System facilities etc. The Contractor shall be responsible for the implementation of these work schedules as per pre-defined periodicity & procedures.

The details of work required to be carrying out for “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj defined below :

1. Maintenance of Remote lines provided from Equipment room to various NAV-Aid sites i.e. DVOR & HPDME site LLZ site, GP & LP DME site, and from Equipment Room to ATC Tower. These lines are essential for intercom, Remote control and status indication of Nav-Aid facilities as Standby Media.
2. Maintenance of LAN cables (at Nav-Aid sites and equipment room).
3. Dusting of IT/EPABX equipment at Prayagraj Airport.
4. Maintenance of Departmental internal (underground and overhead) I/Com lines from MDF at NTB EPABX location to various other location in NTB, Administrative Building, Power House.
5. To assist in lifting the load (Nav Analyser) during field reading of the localizer.
6. Helping Work related to pre and post flight calibration of NAVAIDS facilities.
7. Work related to PREVENTIVE/ CORRECTIVE MAINTENANCE OF NAVAID FACILITIES.
8. To help in measuring the earth resistance of the equipment in different units.
9. Perform cleaning of earth pits of the equipment in different units.
10. To assist in cleaning and repairing of Airport System Facility (X.BIS., E.T.D., D.F.M.D., H.H.M.D., Walkie talkies ,etc.).
11. Helping Work related to PREVENTIVE/ CORRECTIVE MAINTENANCE OF AIRPORT SYSTEM FACILITIES.
12. For maintenance and cleaning of telephone and telephone lines.
13. Upkeep and maintain cleaning of following facilities, respective UPS and batteries:
  - a) DVOR & DME-HP Equipment,
  - b) LLZ Equipment
  - c) GP & DME-LP Equipment,
  - d) UPS & Batteries of all NAV-Aids facilities sites.
  - e) All Equipment Room facilities.
  - f) UPS & Batteries of all Equipment Room facilities.
  - g) Antennas, Various connectors and cables of all NAV-Aid / Equipment Room /Airport System facilities.
  - h) Remote control Unites of NAV-Aids at E/R and TWR.
14. Any other helping work related to NAV-Aids and Equipment room facilities.
15. To ensure dust free environment in equipment room as well as at Nav aids site rooms.



**Annexure-I**

**ACCEPTANCE LETTER**

(TO BE SUBMITTED IN COVER NO. "A")

To,  
Airport Director  
Airports Authority of India,  
Prayagraj Airport  
Prayagraj-211012

**Sub: Acceptance of Terms & Conditions of Tender**

**Name of Work: - “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj”**

Dear Sir,

1. The tender document for the works mentioned above have been sold to me/us by Airports Authority of India and I / we hereby certify that I / we have read the entire terms and conditions of the tender document made available to me / us in the office of the Airport Director, Prayagraj Airport, 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 document in its entirety for the above works.
3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in envelope "A" & "B" and the same has been followed in the present case. In case any provisions of this tender are found violated after opening envelope "A" & "B". I / we agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
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 ask for bribe /gratification, I will immediately report it to the appropriate authority of AAI.

Yours Faithfully,

(Signature of the Tenderer)  
with rubber stamp

Date: \_\_\_\_\_

**Annexure-II****PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE \***

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref: \_\_\_\_\_

Bank Guarantee No : \_\_\_\_\_

Date: \_\_\_\_\_

To

Airport Director  
Airports Authority of India,  
Prayagraj Airport  
Prayagraj-211012

Dear Sirs,

In consideration of the Airports Authority of India (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ----- (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a contract. Bearing No. ----- dated-----

valued at ----- for ----- and the contractor having (scope of contract)agreed to provide a Contract Performance of the entire Contract equivalent to ----- (03 per cent) of the said value of the Contract to the Owner. We at ----- (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of ----- as aforesaid at any time up-to ----- (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor,. And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

Apart from other guarantees this Bank Guarantee explicitly provides for the following:

A) The Hardware / Software/ Services supplied under the contract shall be free from all defects / bugs / deviation and upon written notice from AAI, the successful bidder shall



fully remedy , free of expenses to AAI , all such defects / bug / deviations as developed under the normal use of the said hardware / software / services within the period of job contract.

B) The performance guarantee is intended to secure the performance of the entire system/ services. However, it is not to be construed as limiting the damages stipulated in any other clause.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. ----- and it shall remain in force up to and including ----- and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ----- on whose behalf this guarantee has been given.

WITNESS

Dated this ----- day of ----- 20XX at -----

Signature ----- Signature -----

Name ----- (Bank's Rubber Stamp)

Official address ----- Name -----

Designation with Bank Stamp

Attorney as per Power of

Attorney No. -----

Date-----



**Annexure-IIA**

**Undertaking w.r.t Not blacklisted**

To,  
Airport Director,  
Airports Authority of India,  
Prayagraj Airport  
Prayagraj U.P.-211012

**Name of Work: “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj”.**

**Tender Ref. No.: AAI/PRG/CNS/JOB CONTRACT/2021-22/**

**Sub: Undertaking w.r.t Not blacklisted.**

I/We\_\_\_\_\_ having our office at\_\_\_\_\_ declare that I/we/our firm have never been blacklisted by any State Government/Central Government or any State/Central PSU.

**Signature:**

**Name:**

**Designation:**

**Name of the Agency:**

**Address of the firm:**

**Seal of firm:**



**Annexure-IIB**

**Undertaking**

To,  
Airport Director,  
Airports Authority of India,  
Prayagraj Airport  
Prayagraj U.P.-211012

**Name of Work: “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj.”**

**Tender Ref. No.: AAI/PRG/CNS/JOB CONTRACT/2021-22/**

**Sub: Undertaking w.r.t. restrictions**

I/We\_\_\_\_\_ having our office at\_\_\_\_\_ declare that I/we/our firm are aware of the restrictions on procurement from a country which shares a land border with India. I/We hereby certify that we are not the agent of an entity/product based in such a country and I fully comply with all the **restrictions under Rule 144(xi) of GFR (2017)-Dept. of Expenditure OM No. 6/18/2019-PPD dated 23<sup>rd</sup> July,2020.**

**Signature:**

**Name:**

**Designation:**

**Name of the Agency:**

**Address of the firm:**

**Seal of firm:**



**Annexure-IIC**

**Undertaking**

To,  
Airport Director,  
Airports Authority of India,  
Prayagraj Airport  
Prayagraj U.P.-211012

**Name of Work:** “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj.”

**Tender Ref. No.:** AAI/PRG/CNS/JOB CONTRACT/2021-22/

**Sub: Undertaking w.r.t. relatives.**

Sir,  
In compliance with the tender requirement for the above- referred work:

I/We hereby declare that none of the members or my/our relatives is relative of any employee of AAI and I/We also further declare that no Director/Employee of Airports Authority of India is/are a Director/Partner of my/Our firm/Company/Partnership/) Proprietor.”

**Signature:**

**Name:**

**Designation:**

**Name of the Agency:**

**Address of the firm:**

**Seal of firm:**

**ANNEXURE -III****Qualification and Number of staffs  
(To be submitted in Cover-II)**

**Name of Work: - “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj”**

**CPP Portal Tender ID No. :- 2021\_AAI\_88528\_1**

<b>Sr.No.</b>	<b>Item:</b>	<b>Qualification &amp; Work Responsibilities</b>	<b>No. of Resource</b>
<b>01</b>	<b>Manpower (Semi-Skilled)</b>	Physically fit and 10 with diploma /12 <sup>th</sup> pass from recognized State/central board and have working experience in the field of electronics/Electrical/ telecom at least one year. Or 10 with diploma/certificate (six month or more duration) in computer application from a reputed institute. The person employed also have basic knowledge and working skills in various computer office tools such as Microsoft Word, Excel, Power point etc. and hardware . Or At least 8 <sup>th</sup> /10 <sup>th</sup> pass from recognized State/central board. Having experience of 1 to 2 years in telecom services. shall do the work as given in Section V.	<b>1</b>
<b>02</b>	<b>Helper (Un-Skilled)</b>	Physically fit and shall do the work as given in Section V.	<b>3</b>

**AUTHORIZED SIGNATURE \_\_\_\_\_**

**NAME OF THE SIGNATORY \_\_\_\_\_**

**NAME & ADDRESS OF THE TENDERER**

**OFFICIAL SEAL \_\_\_\_\_ Date \_\_\_\_\_**

\_\_\_\_\_

**Annexure - IV****FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE**

To,

Airport Director  
Airports Authority of India,  
Prayagraj Airport  
Prayagraj-211012.

**Name of Work: - “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj”**

**Tender Ref. No.: - “AAI/PRG/CNS/JOB CONTRACT/2021-22/”**

**Subject: Intimation regarding Force Majeure Case:**

Sir,

Pursuant to Clause No.12 - FORCE MAJEURE, it is for your kind information that a case of force majeure has since occurred. Details are given below:

Date of occurrence	Detail of Incident	Activity affected	Likely Delay	Requested Extension

We are entitled to an extension in the date of completion as requested above. Bar Chart with revised schedule of activities is attached. Please approve the extension in the time. Evidence of the date of occurrence is also enclosed.

It is certified that performance of the Contract has been interfered with. It is also certified that the incident has not occurred due to our own action and that there has not been any lack of action by us in preventing the occurrence.

We are only claiming the extension in the date of completion of the activity (ies) and not claiming the loss incurred in the course of the incident.

Yours truly,

(Project Manager)

Enclosures:

1. Revised Bar Chart.
2. Evidence of the occurrence of the Force Majeure case (..... sheets)

**Annexure-V****APPLICATION FOR EXTENSION OF TIME****Part-I**

1. Name of the Contractor
2. Name of the work as given in the agreement
3. Agreement No.
4. Contract Amount
5. Date of Commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Date of actual completion of work
9. Period for which extension is applied for.
10. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Sl No	Name of Hindrance	Date of occurrence of hindrance	Date of over of hindrance	Period of hindrance	Overlapping Period	Net extension applied for	Remarks if any
1	2	3	4	5	6	7	8

Total period for which extension is now applied for on account of hindrances mentioned above.

MonthDays

11. Extension of time required for extra work.

12. Details of extra work and the amount involved:-

Total value of extra work	Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
(a)	(b)



13. Total extension of time required for 10 & 11.  
Submitted to the Project Manager\_\_\_\_\_.

Signature of Contractor

Dated

**Part II**

(For Official Use)

1. Date of receipt of application from \_\_\_\_\_  
Contractor for the work of \_\_\_\_\_ in the office of the General  
Manager (IT) \_\_\_\_\_.
2. Recommendations of the project Manager as to whether the reasons given by the  
contractor are correct and what extension, if any, is recommended by him. If he  
does not recommend the extension, reasons for rejection should be given.

Dated: \_\_\_\_\_ Signature of the Installation In-charge

(To be filled in by the Project Manager)

1. Date of receipt in the Office:-
2. Project Manager's remarks regarding hindrances mentioned by the contractor.
- (i) Serial No
  - (ii) Nature of hindrance
  - (iii) Date of occurrence of hindrance
  - (iv) Period for which hindrance is likely to last
  - (v) Extension of time applied for by the contractor
  - (vi) Overlapping period, if any, giving reference to items which overlap
  - (vii) Net period for which extension is recommended
  - (viii) Remarks as to why the hindrance occurred and justification for extension recommended.
3. Project Manager's Recommendations. The present progress of the work should  
be stated and whether the work is likely to be completed by the date up to which  
extension has been applied for. If extension of time is not recommended, what  
compensation is proposed to be levied under Clause 6.1 of Section III.

Signature of Project Manager

Signature of Accepting Authority

**Annexure-VI****Details of the Vendor Firm/ Company**

S.No.	Details of the Vendor Firm/ Company				
1	Name of the Company:				
2	Name of the Directors as per MoA:				
3	Name of the Authorized signatory:				
4	Email Address:				
5	Phone/Fax:				
6	Email Address for correspondence:				
7	Turn Over of the company for last three years	FY-20XX	FY-20XX	FY-20XX	Annualized
8	TIN/VAT				
9	PAN/Service Tax no.				
10	Date of Incorporation of the Company as per MoA ( Copy Attached /Uploaded)				
11	<b>Proof of Execution of works</b>	Name of the work	Po ref. with date	PO Amt.	Remarks
11.1	Similar Work Experience 1				
11.2	Similar Work Experience 2				
11.3	Similar Work Experience 3				
12	<b>Date of completion of Certificates of the above said works</b>	Name & Desig. of Signatory	Address	Contact number	Email Address
12.1	Similar Work Experience 1				
12.2	Similar Work Experience 2				
12.3	Similar Work Experience 3				
13	<b>Tender Specific Authorization letters from OEM's as per tender requirement (if Required)</b>	Product	OEM with Address	Name of Signatory	Contact Number with Email Address
13	<b>Power of Attorney ( Stamp Paper of Rs 100/-) in favor of signatory ( attached)</b>	Yes or No			
14	<b>Acceptance letter as per Annexure-I (Attached/Uploaded)</b>	Yes or No			
15	<b>List of Client references Attached /Uploaded</b>	Yes or No			

**ANNEXURE-VII****POWER OF ATTORNEY FORMAT FOR THE AUTHORIZED PERSON(S)**

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/- Signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are Signing this bid on behalf of the company)

BY THIS POWER OF ATTORNEY executed on

\_\_\_\_\_ we \_\_\_\_\_ a Company incorporated under the Provisions of companies Act, 1956 having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the “Company”) do hereby severally appoint, constitute and nominate \_\_\_\_\_ official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the “Attorneys”) to sign agreement and documents with regard Bid No. \_\_\_\_\_ due on \_\_\_\_\_ invited by Airports Authority of India for “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj” and to do all other acts, deeds and things the said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company AND THE COMPANY hereby agrees to ratify and confirm all acts, deeds and things the said Attorneys shall lawfully do by virtue of these authorities hereby conferred.

IN WITNESS WHEREOF, this deed has been signed and delivered on the day, month and year first above written by Mr. \_\_\_\_\_ Authorized Signatory, duly authorized by the Board of Directors of the

Company vide it’s resolution passed in this regard.

By order of the Board

For \_\_\_\_\_

( \_\_\_\_\_ )

Authorized Signatory

Witness:



**ANNEXURE-VIII**

**Proforma for Earnest Money Declaration  
(To be submitted on contractor's letter head)**

Whereas, I/We ..... (name of agency) ..... have submitted bid for  
..... (name of work) .....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,  
Or
- (2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

Signature of the contractor(s)

---



Annexure-IX

# AFFIDAVIT

**(To be executed in Rs 100/-  
Non Judicial Stamp Paper of Uttar Pradesh duly notarized)**

I, (\_\_\_\_\_), age\_\_\_\_\_ years S/o  
\_\_\_\_\_ proprietor / Managing Partner /  
Managing Director of M/s \_\_\_\_\_ having  
address \_\_\_\_\_ do hereby solemnly  
affirm and state as follows;

I am competent to swear this affidavit on behalf of \_\_\_\_\_ (name  
of the agency) and hereby confirm that I am fully complying with the legal obligations  
with regards to payment of minimum wages as per minimum wages Act – 1948 and  
deduction of Provident Fund Authorities as per EPF & MP Act – 1952 and Contract Labour  
(Regulation and Abolition) Act, 1970.

**Date:**

**(Signature of the Contractor)  
With rubber-stamp.**

**(Notary)**



## Schedule-A

### License Agreement

Airport Director, Prayagraj Airport, Prayagraj OR by his designated person & the contractor will have to execute a job contract on a Non-Judicial stamp paper of Rs. 100 duly attested by an oath commissioner, at his own expenditure.

#### LICENCE AGREEMENT

This agreement made on this .....between Airports Authority of India a statutory corporation incorporated under section 18(2) of the Airports Authority of India Act 1994, having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport. New Delhi- 110 003 through its Airport Director Prayagraj Airport (Herein after referred to as “OWNER” or “AAI” which expression shall include its administrators, Successors, Executors and permitted assigns) of the one part and

..... Referred to as the “Contractor or “X”

(Which expression shall include its administrators, Successors, Executors and permitted assigns) of the other part.

Whereas AAI is desirous of getting the work of “**Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj**” (Herein after called the “WORK”) done and had invited tenders for this work as per its tender specifications.

And whereas .....has

Participated in the above referred bidding vide their proposal dated .....and AAI accepted their aforesaid proposal and awarded the work to .....

.....As per terms and conditions contained in its Award letter No..... Dated .....

#### ***NOW THEREFORE THIS DEED WITNESSTH AS AWARD OF CONTRACT (ARTICLE 1.0)***

AAI has awarded the contract to .....

.....The work of “**Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj**” along with terms and conditions contained in its Award letter and the documents as referred to therein. The award has taken effect from ..... to ..... for **One (01) Year**. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the “Contract Documents” referred to in this succeeding article.

#### ***ARTICLE 2.0 CONTRACT DOCUMENTS***

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (Herein after referred to as “Contract Documents”)

Awarded letter No.....Date.....

All the aforesaid contract documents contain corrections as mentioned against individual pages, serially numbered and are initiated by both the parties authorized representative.

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof confirm to the NIT and what has been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the contractor in its “Proposal” not agreed to by the owner in its letter of award shall be deemed to have been withdrawn by the contractor. For the sake of brevity this agreement along with its aforesaid contract documents shall be referred to as the “Agreement”.

#### ***ARTICLE 3.0 CONDITIONS & CONVENANTS***

**3.1** The scope of contract consideration terms and payment. Price adjustment, taxes wherever applicable, insurance, liquidated, damages, security money and all other term and conditions are contained in the aforesaid contract documents. The contract shall be duly performed by the



contractor strictly and faithfully in accordance with terms of the agreement.

**3.2** It is further agreed by the contractor that the security money @ 3% of quoted value shall in no anyway construed to limit or restrict the AAI's right to recover the Compensation due to short fall in the presence of manpower. The amount of Compensation shall be recoverable either by way of deduction from the contract prices, security money and /or by setting off dues of the contractor in any other contract with AAI.

**3.3** The contract security money furnished by the contractor is irrevocable and unconditional and the AAI shall have powers to invoke it not withstanding any dispute or difference between the AAI and the contractor pending before any court, tribunal arbitrator or any other authority.

**3.4** The agreement constitutes full and completed understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be affected only by a written instructions signed by the authorized representative of both the parties.

**ARTICLE 4.1 SETTLEMENT OF DISPUTES**

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement and Arbitration as specified the contract and the provision of the Indian Arbitration Act 1940 shall apply and Prayagraj courts alone shall have exclusive jurisdiction over the same.

**ARTICLE 4.2 NOTICE OF DEFAULT**

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties here to if delivered against acknowledgment due addressed to the signatories at the address mentioned herein above. This contract agreement is allotted the No. ....

In WITNESS whereof, the parties through their duly authorized representative have executed these presents (Execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first mentioned at Prayagraj.

**1. Owner's Signature**

**2. Contractor's Signatures**

Name:

Name:

Designation:

Designation:

Company's Stamp:

Company's Stamp:

**WITNESS: 1.**

**2.**

\_\_\_\_\_

**Schedule-B**

**Name of Work: “Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines at Prayagraj Airport, Prayagraj”**

**SCHEDULE OF QUANTITY**

Sr. No.	Description of Item	Unit	Quantity	Rate (In Rs.)
1.	“Annual Job Contract for day-to-day Cleaning & Support for Repair/ Maintenance of CNS Equipment, Airport System Equipment and Telephone Equipment/ lines by providing 01 Semi-Skilled & 03 Un-Skilled Contractor’s Employee for 01 Year at Prayagraj Airport, Prayagraj” on six days a week (including Govt. / Public Holidays)	Year	01	The rates shall be quoted in the standard BOQ template in e-tendering portal in the <b>unprotected cells</b> with their respective <b>financial quotes</b> and <b>name of the bidder</b> . No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online without changing the file name at CPP e-Tendering only.

**VALIDITY OF OFFER: 180 DAYS FROM THE DATE OF OPENING OF COVER – II (FINANCE).**

**Please read following Notes (i to xi) carefully before quoting rate:**

- (i) Quoted Rates shall be exclusive of GST, EPF, ESI, and BONUS, but must include all other charges.
- (ii) ESI, PF & Bonus shall be reimbursed on submission of documentary evidence to AAI.
- (iii) GST will be reimbursed by AAI on actual against documentary proof based on invoices raised by the Contractor.
- (iv) If the Quoted rate of any bidder is found “abnormally low”, the tendering committee may asked the bidder to justify the Quoted rate. The decision of the tendering committee on quote for being ‘abnormally low’ would be final. Since it is a Job contract, the Quoted rate will remain fixed for the entire duration of the contract or for period of subsequent extension(s) and will not vary with the wage, minimum or otherwise.
- (v) The quoted rate will be deemed to include Labour Cess, all incidental charges, supervision, transport, contractor’s profit and establishment /overheads, all risks insurance liabilities, compliance of labour laws and other obligations set out or implied in the contract.
- (vi) Price / Rates are not to be quoted on this page. Price / Rates are to be punched on .xls file provided in Envelope- II of E-bid.



(vii) **Bidders are requested to download the BOQ file in MS Excel format, open it and complete the light blue coloured (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.**

(viii) **GST shall be paid to successful bidder against valid GST invoice.**

**Please mention AAI GSTIN on invoice positively, details given below:-**

**Airport Director,  
New Terminal Building, Prayagraj Airport  
Airports Authority of India, Prayagraj - 211012  
GSTIN- 09AAACA6412D1Z6**

(ix) **Blank quoting shall be declared as incomplete bid & shall be rejected at any stage of the Tender Procedure.**

(x) **The Contractor shall read carefully the terms & conditions of the contract Special Conditions of the contract before quoting the rate.**

(xi) **All other Expenditures / Costs which are as specified in Tender to be on account of Contractor under various Tender clauses such as Work scope, Contractor's Representatives, Agents and Workmen, Bye laws, Contractor's Obligations & Liabilities (Staff / Manpower), Passes, Workman's Insurance etc. will be on Contractor account.**

**The AAI liabilities will be restricted to pay as per the terms & conditions of the contract and to those payments for which a specific provision is made in the Tender form.**

***AUTHORISED SIGNATORY***