



वीएसआई हवाईअड्डा, पोर्टब्लेयर में सीएनएस/एयरपोर्ट सिस्टम के रख-रखाव और रखरखाव सहायता के लिए नौकरी अनुबंध /  
Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair

निविदा शुल्क/TENDER FEE: Rs.1180/-



**भारतीय विमानपत्तन प्राधिकरण**  
**AIRPORTS AUTHORITY OF INDIA**  
**पोर्ट ब्लेयर हवाई अड्डा -744103**  
**PORT BLAIR AIRPORT-744103**

ई-निविदा दस्तावेज

**E-TENDER DOCUMENT**

वीएसआई हवाईअड्डा, पोर्टब्लेयर में सीएनएस/एयरपोर्ट सिस्टम के रख-रखाव और रखरखाव सहायता के लिए नौकरी अनुबंध  
**Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI**  
**Airport, Port Blair**

**TENDER ID:2021\_AAI\_81004**

बोली लगाने वाले का नाम /Name of Bidder: -----  
बोली लगाने वाले का पता /Address of Bidder: -----  
-----  
निविदा प्रस्तुत करने की तिथि /Date of Submission of Tender: -----

**जारीकर्ता / Issued By:**

निदेशक विमानपत्तन / Airport Director,

भारतीय विमानपत्तन प्राधिकरण / Airports Authority of India(AAI)

वीर सावरकर अंतरराष्ट्रीय हवाई अड्डा / Veer Savarkar International (VSI) Airport

पोर्ट ब्लेयर /Port Blair-744 103



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## **Section-I**

### **NOTICE INVITING TENDER**

**Tender Id: 2021\_AAI\_81004**

**Date:30.06.2021**

1. Tenders in two bid system are invited by Airport Director, Airports Authority of India (AAI), VSI Airport, Port Blair on behalf of the Chairman, Airports Authority of India from the eligible bidders for the work "**Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair**" for 2 years at an estimated cost of **Rs. 23, 57,699/-**(Rupees Twenty Three Lakhs Fifty Seven Thousand Six Hundred and Ninety Nine only) (**excluding GST**).

The tendering process is online at e-portal URL address **<https://etender.gov.in/eprocure/app>** or [www.aai.aero](http://www.aai.aero). Aspiring bidders may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP-portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal **<https://etender.gov.in/eprocure/app>** or [www.aai.aero](http://www.aai.aero). They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The tenderer may also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help desk support).

#### **2. Details of Work:**

<b>SI. No</b>	<b>Name of Work</b>	<b>Estimated Cost (Rs.)</b>	<b>Tender Fee(Rs.)</b>
1	" <b>Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair</b> " for 2 years. (*Details mentioned in the <b>Annexure I</b> of this document.)	<b>Rs.23,57,699/-</b> (Rupees Twenty Three Lakhs Fifty Seven Thousand Six Hundred and Ninety Nine only)	<b>1,180/-</b> (Non-Refundable)



### 3. Critical Data sheet:

Activity	Date	Time in IST
Publishing Date & Time	01.07.2021	1400hrs
Tender Document Download/ Sale Start Date & Time	01.07.2021	1800hrs
Bid clarification start date	02.07.2021	1000hrs
Bid clarification end date	09.07.2021	1800hrs
Bid submission start date	02.07.2021	1000hrs
Bid submission last date	12.07.2021	1800hrs
Bid opening date-Technical Bid (Envelope-I)	14.07.2021	1200hrs
Bid opening date- Price Bid (Envelope-II)	19.07.2021	1200hrs
Tender Processing Fee (Non-refundable, in the form of online on CPP portal only) in AAI Tender Fee pooling Account CA no. 32354798837	<b>Rs.1180/</b> - (including GST) Non-refundable.	
Earnest Money Deposit (EMD)	<b>NIL</b>	

**Being an online tendering process, tender shall be evaluated only on the basis of uploaded documents on the e-tender portal. Hard copy of application shall not be entertained.**

The tenderer shall upload the digitally signed file of scanned documents and all other documents in support of their meeting each criterion mentioned above in the CPP Portal. Hard copy of application shall not be entertained. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

**4. Tender fee and Bid Security Declaration: Tender processing fee of Rs. 1180/- (including GST) Non-refundable will be required to be paid through online/ bank Guarantee, through payment gateway on CPP portal.**

**Bid Security is also known as Earnest Money Deposit (EMD). In this tender, in place of EMD / Bid Security, contractor/ firm has to submit Bid Security Declaration as per Annexure- X(PR-20).**

State bank of India (SBI) has been authorized as Nodal Bank and its payment gateway has been integrated/ mapped with CPP Portal for the collection of Tender Processing Fee through e-procurement portal from various bidders participating in e-Tendering/ e-Procurement process.



AAI Bank & Account details for preparation of Bank Guarantee are as follows:

Name of Account Holder:	Airports Authority of India
Name of Bank:	State Bank of India
Bank Address:	Rakshavihar, Port Blair
IFSC Code:	SBIN0008721
Account No.:	32354798837

#### 5. Exemption of tender fee:

**a) Bidders registered with NSIC/MSE are exempted from paying tender fee.**

- b) Bidders registered with NSIC/MSE shall provide duly valid NSIC/MSE registration Certificate in Envelope-1. During bid evaluation, Tender Fee exemption shall be granted to the NSIC/MSME registered firms. The MSEs who intend to claim benefits under MSME act shall fulfil the following clauses (c to i) otherwise they run the risk of their bid being passed over as "INELIGIBLE" for the benefit applicable to MSEs and their bid will not be considered for evaluation.
- c) MSEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy, 2012 as Manufacturing/ Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS).
- d) NSIC certificate with monetary limit indicated should be valid on the scheduled date/extended date of submission of tender. Certificates without monetary limit will not be considered.
- e) The items of Product/Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of Items of Tendered)
- f) The monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work(s)/ Supply is/are "hand (progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender for availing Tender Fee exemption.
- g) If monetary limit is less than the value of work(s)/Supply is/are "hand (progress)" awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain "Competency Certificate" from NSIC for participating in this tender as well as to avail MSME benefits. The competency certificate would be submitted in the Envelope-I.
- h) In case the NSIC/MSEs registered certificate is found invalid during evaluation, the bid of such bidder shall be rejected. Those firms who fail to submit valid Tender fee exemption certificates in the Envelop-1 will be rejected outright.

**6. Experience/Performance:** The bidder should have successfully executed the job contracts of similar nature in line with any of the following during last seven years



for Government Departments or Public Sector Undertakings or reputed Private Sectors (within India) meeting any one of the following criteria.

- a) One order of value more than or equivalent to Rs.18,86,159/- (i.e. 80% of the estimated cost); or
- b) Two orders each of value more than or equivalent to Rs.11,78,850/- (i.e. 50% of the estimated cost); or
- c) Three orders each of value more than or equivalent to Rs.9,43,080/- (i.e. 40% of the estimated cost).

As a proof of successful execution of the works as per the above criteria, the bidder should submit the following documents:

- 6.1 Self-attested copies of the Work Orders with Complete schedule of Quantity.
- 6.2 Certificate of the Satisfactory Performance and Successful Completion for each works (whose Work Orders are being submitted) issued by the respective client(s) shall be submitted mentioning the complete detail of work carried out along with the Name, Contact Address, Contact No. (Landline only with Extn. No. if any), Official E-mail ID and seal of the issuing authority.

**The bidders need to submit the TDS certificate apart from completion certificate if the work was carried out in Private Firms.**

#### **7. Annualized average financial turnover:**

- 1) Bidder should have annualized average financial turnover of at least Rs.7,07,310/- (Rupees Seven Lakhs Seven Thousand Three Hundred and Ten Only) i.e. 30% of the estimated cost during last three financial years, ending 31st March, as a proof of financial turnover, copy of abridged Balance Sheet along with Profit & Loss account of the bidder for last three financial years should be submitted.

- 2) **Should have a minimum net worth of Rs 3,53,655/- issued by Certified Chartered Accountant as per Annexure XII, (PR 16).**

**8. The tender is to be submitted in Two Envelope System. Bidders are requested to refer to "General Information and Guidelines" for details regarding submission and evaluation of tender in two envelope system.**



**9. Any party either a firm or an individual or a company falling under any of the following categories are not eligible to participate in tender:**

- 1) Debarred/black listed by CBI or AAI or any Public Sector Undertaking/Departments like Railways, Defence or any other department of Govt. of India or State Govt etc.
- 2) Bidder either a firm or its partner or its Directors have been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organisation etc. or any Indian State/Central Government Departments or Public Sector undertaking.

**10. If the entity participating in the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors /Partners of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to Authority, then said entity shall not be allowed to participate in AAI tenders.**

**11. AAI reserves the right to verify the credentials submitted by the applicant agency at any stage (before or after the award of the work). If at any stage, any information / documents submitted by the applicant agency are found to be false or have some discrepancy which disqualifies the bidder than AAI shall take following actions:**

- 1) The bidder shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.

**12.** No single firm shall be permitted to submit two separate applications. The proprietor of more than one company or firm will be considered as single party and one legal entity.

**13.** Concessions to Small Scale Industries (SSI) Units & Central Public Sector Enterprises (CPSEs) will be applicable as per Govt. of India guidelines.

**14.** Tender documents may be downloaded from Airports Authority of India web site <https://www.aai.aero> as per the schedule given in critical data sheet.

**15.** Any queries regarding tender may be addressed to email: [cnsicvopb@aai.aero](mailto:cnsicvopb@aai.aero), **Phone no. 03912-244556,234691**. Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the contact details.

**16.** The tentative date for commencement of work is 1<sup>st</sup> August 2021.

**17.** AAI reserves the right to accept or reject any or all tender(s) without assigning any reasons. AAI reserves the right to call off tender process at any stage without assigning any reasons.



18. AAI shall not be responsible for delay/loss/non-receipt of bid, if bidder fails to submit tender in time
19. **All quoted rates shall be exclusive of GST.**

**Sd/-**  
**DGM(CNS)**  
For Airport Director,  
Airports Authority of India,  
VSI Airport, Port Blair.



## **Section-II**

### **GENERAL INFORMATION AND GUIDELINES**

#### **1. Purpose and Scope of Tender Document:**

- 1.1 Sealed Item rate(s) E-Tenders are invited through the NIC CPP e-tendering portal by Airport Director, Airports Authority of India (AAI), VSI Airport, Port Blair on behalf of the Chairman, Airports Authority of India from the eligible bidders for the work "**Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair**" for 2 years at an estimated cost of **Rs. 23,57,699/-**(Rupees Twenty Three Lakhs Fifty Seven Thousand Six Hundred and Ninety Nine only) **(excluding GST)**.
- 1.2 The tender must be valid for a minimum of 180 days from the date following the date of opening of Bid.

#### **2. Tender Document:**

- 2.1 The tender document consists of Four Sections and Fifteen Annexures. The bidder should go through all these sections (Section-I: - Notice Inviting Tender; Section-II: - General Information and Guidelines; Section-III: - Terms and Conditions; Section-IV: - Scope of Work and Special Conditions of Contract) and **Annexure-I** to **Annexure-XV** of the tender document and must comply with each clause of all the sections and all Annexures.
- 2.2 The instructions given in the tender document are binding on the bidder and submission of the tender will imply unconditional acceptance of all the terms & conditions by the bidder.
- 2.3 Bidder shall be required to demonstrate / practically verify the specific/ all features of service meeting the scope of work as deemed fit by AAI, for the evaluation of the bid.
- 2.4 Each and every page of submitted tender document including technical documentation should be serially numbered, indexed and digitally signed.

#### **3. Tendering Procedure:**

Tenders once submitted/uploaded shall be final and no amendment thereto shall be permitted. One bidder shall submit/upload only one tender.  
The Tender should be submitted in **two bids** containing **Technical Bid and Price Bid**.

- 3.1 **Envelope-I (Technical Bid and Pre-qualification):** -Bid containing following:

##### **A. EMD: Nil**

- i. ~~Scanned copy of BG against EMD, if EMD not paid online on CPP Portal (as per Appendix XXXVII of Schedule & appendix page no.163) along with letter of undertaking (as per Appendix XIA). Details of EMD submitted shall be filled and submitted as per Appendix XXVI on schedule & Appendixes page 145.~~



- ii. Contractor / firm has to submit Bid Security Declaration as per attached Annexure -X (PR- 20).

**B. Technical Bid:** Documents required to be uploaded containing the scanned copy of following: -

- a) Tender Fee
- b) Proof of NSIC/MSE certificate for claiming exemptions of tender fee, if applicable as per section-I clause 5 of NIT
- c) Self-attested Copy of the Permanent Account Number (PAN)
- d) Self-attested Copy of Valid GST Registration
- e) Experience/Performance Certificate as per clause & sub clauses of 6 of Section-I of NIT
- f) Abridged Balance Sheet along with Profit & Loss account of the bidder for last three years as per clause 7 of Section-I of NIT
- g) Net worth certificates as per Annexure-XII
- h) Duly signed & Sealed Unconditional acceptance letter on Bidders letter head (Annexure-II)
- i) Duly filled GST Undertaking (Annexure-III)
- j) Undertaking for Not Blacklisted/debarred (Annexure-IV)
- k) Declaration (For MSE Units only) (Annexure-V)
- l) Duly filled bank account details (Annexure-IX)
- m) Bid Security Declaration/EMD as per attached Annexure -X
- n) Affidavit on Minimum Wages (Annexure-XIII)
- o) Power of attorney (In case of Signatory is other than Director of a Company or proprietor /partner of the Firm)
- p) Partnership deed in case of partnership firm
- q) Digitally signed AAI Tender Documents.

The tenderer shall submit their application only at CPP portal <https://etenders.gov.in/e procure/app>. Tenderers is advised to follow the instruction provided in the tender document for online submission of bids. Tenders are required to upload the digitally signed file of scanned documents. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

**The Price bid shall be opened, only for bidders those who get qualified in Technical bid.**

**3.2 Envelope-II (Price Bid):** - The Financial e-Bid through CPP portal. Price bid shall be submitted in the BOQ attached in e-portal for all items and upload in Envelope-II (Price Bid).

All rates shall be quoted in the format (BOQ) provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the **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.

Rates to be quoted by agency, should be inclusive of all Taxes, duties, cess, fee, royalty charges etc. levied under any statute **but exclusive of GST.**



3.2.1 Being an online tendering process, AAI will not be responsible for delay by any means in submission of bids.

#### 4. Performance Bank Guarantee:

- 4.1 The successful bidder shall submit an irrevocable and unconditional Performance Bank Guarantee of the value equivalent to 3% of the total contract value towards security deposit in favour of "Airports Authority of India" in the form of PBG payable at "Port Blair". Performance Bank guarantee (PBG) on any scheduled bank as per **Annexure-XIV**.
- 4.2 After Six month of completion of work, the Maintenance-in-Charge shall, on demand from the Contractor, refund to him the security deposit, provided that, the Maintenance-in-Charge is satisfied that there is no demand outstanding against the Contractor.
- 4.3 The performance bank guarantee shall be submitted within 30 calendar days of the issue of work order, and shall be "valid till 3 months beyond the period of contract".
- 4.4 In case successful bidder fails to submit the same within stipulated period, interest @ 12% per annum on Performance Bank Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted along with amount of performance bank guarantee from the payment to be made to vendor.
- 4.5 The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
  - 4.5.1 The performance guarantee is intended to secure the performance of the entire scope of work. However, it is not to be construed as limiting the damages stipulated in any other clause.
- 4.6 The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest on successful completion of the contract fulfilling all the terms and conditions.
- 4.7 In case of non-compliance of tender's terms and conditions, the decision of CNS In-charge, VSI Airport, Port Blair with regard to imposition of the fine shall be final which may be recovered from the balance amount of bill or PBG.

#### 5. Opening of Tender Documents:

- 4.1 **Technical Bid Envelope-I** will be opened by the Committee constituted by competent authority of AAI at the time and date as scheduled for the same. All the statements, documents, certificates etc., submitted by the bidders shall be verified for Technical evaluation.
- 4.2 Technical bids of bidders shall be scrutinized by the Committee to ensure that the same are in conformity with the requirements of tender documents and to short list the bidders qualified for opening of Financial Bid.
- 4.3 AAI may seek clarifications on Technical details or any other information deemed necessary. The queries raised should be replied positively within the time specified, failing which the Technical evaluation will be done on the basis of the information available.



No correspondence shall be entertained from the bidders after opening of Technical bid, except for the clarifications sought by AAI.

- 4.5 **Price Bid**, only for the bidders found technically qualified by AAI shall be opened. (In case the date and time for opening of Envelope-II (Price bid) is required to be changed, the same shall be intimated through CPP Portal).
- 4.6 Date of acceptance and opening of tender can be extended on sole discretion of Airport Director, Airports Authority of India, VSI Airport, Port Blair.

## 5. Comparison and Evaluation of Bids:

- 5.1 The tender received and accepted will be evaluated by AAI to ascertain the complete requirements contained in the tender document. The objective of the evaluation is to select bidder(s), who can provide the described service meeting the scope of work.
- 5.2 To shortlist technically qualified bidder, Technical Bids of eligible bidders shall be scrutinized by AAI to ensure that the same are in conformity with the operational requirement and technical specifications. Bidder should provide complete information to substantiate compliance of the technical specifications listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidders' interest to give complete and comprehensive technical particulars, description and details while submitting the bid.
- 5.3 Tender meeting technical bid criteria as specified shall only be informed and considered for opening and evaluation of financial bid. However, tender(s) not meeting technical bid criteria shall be informed of the same.
- 5.4 The tender(s) found technically acceptable shall be compared on the basis of Price quoted by the bidders for entire scope of work i.e job contract for the upkeep and maintenance support of CNS/Airport System facilities. The comparison for evaluation shall be of the total cost, indicating the pricing schedule of Annexure-IA of the bid. A short list of first three lowest bidders in ascending order shall be drawn and named L1, L2, and L3.

In the evaluation of Tenders, the overall quality and economy of system offered will be kept in view. Such offers which necessitate, additional expenditure required to be made by AAI may have to be loaded to make the offer compatible with the tender document requirement.

**Taxes and duties as applicable shall be charged extra as per prevailing Govt. rates.**

## 6. Award of Contract:

- 6.1 The acceptance of the tender will be intimated to the successful bidder by issuing letter of Intent (LOI) by AAI, either by fax/e-mail/letter or by e-portal.
- 6.2 Successful bidder shall submit the unconditional acceptance of letter of intent to Airport Director, Airports Authority of India, VSI Airport, Port Blair within **five working days** of the issue of letter of intent through e-mail/ fax/courier/by authorized representative, failing which it should be construed that bidder is not interested in the offer and hence not accepted the letter of intent unconditionally.



- 6.3 AAI shall issue the work order to successful bidder on receipt of acceptance of letter of intent. Successful bidder shall return one copy of work order duly signed by him on each page, within **five working days** as a confirmation to acceptance of terms and conditions of work order.
- 6.4 Successful bidder has to enter into an agreement with AAI on all conditions mentioned in the tender, its corrigendum, queries and responses against which work order has been issued.
- 6.5 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.
- 6.6 AAI also reserves the right at its sole discretion to cancel tender if it is not proper.

## **7. Execution of work:**

The work shall be carried out under the supervision of Airport Director, Airports Authority of India, VSI Airport, Port Blair or any officer nominated by him, as the case may be, according to the terms and conditions of the contract.

## **8. Rejection & Return of Tender:**

- 8.1 AAI reserves the right to reject any or all tender(s) without assigning any reasons, whatsoever. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it.
- 8.2 Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and /or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. 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, if awarded and forfeit the Earnest Money Deposit. AAI reserves the right to debar such bidders to participate in future tenders.
- 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, if awarded and AAI reserves the right to debar such bidders to participate in future tenders.
- 8.4 The information contained in the tender should be comprehensive and to the point. The tender containing information other than sought, with a motive to confuse or delay the finalization of tender process is likely to be rejected.
- 8.5 Canvassing in any form in connection with the tender(s) is strictly prohibited and the tenders submitted by the bidder who resort to canvassing are liable for rejection.
- 8.6 Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting tenders shall be informed of the fact along with the offer, failing which AAI, at its sole discretion may reject the tender or cancel the contract.

## **9. Signing of Agreement:**

Pursuant to the Bidder acknowledging the work order, the Bidder and AAI shall promptly and in no event later than 15 days from the date of acknowledgement of the work order, sign the Contract.



**10. Concessions to NSIC/MSME (Udyam certified), Small Scale Industries (SSI) Units & Central Public Sector Enterprises (CPSEs) will be applicable as per Govt. of India guidelines**

**11. 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.

**12. Transfer of Tender Document:** 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 bidder is also not permissible

**13. Declaration:**

The general information and guidelines given in the tender document are hereby accepted unconditionally and shall be complied with.

Signature of Bidder:

Name:

Telephone Fax:

E-mail:

Stamp:



### **Section: III**

## **Terms & Conditions**

1. The terms and conditions contained in this NIT Document issued by Airports Authority of India shall be carefully read and understood by the Bidder.

### **2. Compliance:**

2.1 The submission of the tender will imply acceptance of all the tender condition by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.

2.2 The compliance to the terms & conditions should be supported by authenticated documentation wherever required. The failure to submit the compliance in the said format shall result in the tender being rejected.

2.3 The submission of unconditional acceptance (Annexure II) is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in the tender being rejected.

### **3. Language and Currency:**

3.1 The bidder shall quote the rates in international numerals. The rates shall be in whole numbers. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided 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. In the event of any discrepancy, the rates quoted by the bidder in the "basic unit rate" column will be the correct basis and not the amount worked out by them.

4.3 Also, the rates quoted in words will be the correct basis and not the rate shown in figures.

4.4 Bidders' offers shall be with reference to section and clause numbers given in the tender schedules.

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

### **5. Extension of Time:**

This work is urgent and hence the completion period as per contract shall be adhered to strictly. However, in case of extraordinary situations which may delay the completion of the project, the contractor shall apply for extension in time as per format contained in Annexure VII.



## **6. Compensation for Delay:**

- 6.1 Time is the essence of the Contract.
- 6.2 If the successful bidder fails to complete the work within time fixed under the contract, he will be levied the penalty by AAI without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @ 1% of the total value of the uncompleted portion of the work per week or part thereof subject to a maximum value equal to 10% of the total tender value.
- 6.3 The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Time taken by AAI and local statutory authorities for approval of drawings, design, estimate etc., force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with AAI.
- 6.4 Appeal for waiver of compensation for delay with due justification shall be decided as per the provisions of appropriate clause of the Delegation of Powers (DOP) of Airports Authority of India. The decision of the competent authority on appeal shall be final and binding on the contractor.

## **7. Payment Terms:**

- 7.1 Job contract payment shall be made on Monthly basis.
- 7.2 Payment shall be released after adjusting any compensation for delay which firm might have rendered themselves liable as per provisions of contract and applicable income tax and any applicable deductions as per laws and purchase order.
- 7.3 The payment of daily wages to the employee to be paid through RTGS/NEFT and necessary document of payments of wages and bonus must be submitted to this office time to time. Otherwise their bill will not be processed.
- 7.4 The proof of EPF, Bonus deposit of the staff deployed for this work must be submitted along with the bill. The bill will not be processed Without the current documents of EPF, Bonus. EPF & Bonus will be reimbursed as per actual.
- 7.5 If wages, EPF, Bonus etc are revised by the Govt. of India, the same shall be paid to the firm subject to documentary evidence of their payment/challan copy.
- 7.6 It shall be the responsibilities of the contractor for payment of minimum wages and other statutory benefits etc to its employees and AAI may anytime to check/inspect the same.
- 7.7 Contractor shall pay bonus once in a year to all five workmen through bank transfer which shall be at least 8.33% of annual wage at the time of payment on pro-rata basis. Proof of this payment should be presented along with corresponding running account bill. The proof of payment for the balance amount of bonus on pro-rata basis from the last bonus paid till the expiry of contract should be submitted along with last running account bill for release of payment.



If proof of payment of bonus is not submitted, 33.33% of the running account bill will be withheld.

Bill shall be raised in favour of:

**Airport Director,  
Airports Authority of India,  
VSI Airport,  
Port Blair-744103**

## **9. Force Majeure:**

- 9.1 AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.
- 9.2 That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition (as per Annexure-VII to the tender document) and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time as attached in Annexure-VII.
- 9.3 That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.
- 9.4 That the contractor proves that the said conditions have actually interfered with the carrying out of the contract.
- 9.5 That the contractor proves that the delay occurred is not due to his own action or lack of action.
- 9.6 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

## **10. Patents, Successful bidder's Liability & Compliance of Regulations:**

- 10.1 Successful bidder shall protect and fully indemnify the AAI from any claims for infringement of patents, copyright, trademark, license violation or the like.
- 10.2 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.



- 10.3 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.

## **11. Settlement of Disputes:**

- 11.1 If a dispute of any kind whatsoever arises between the AAI and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place be referred to the Regional Executive Director, Eastern Region who shall act as the conciliator on the matter. The disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.
- 11.2 Unless the Contract has already been repudiated or terminated or frustrated, the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the Project Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in an Arbitral Award.

## **12. Arbitration and Law:**

- 12.1 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 Chairman, AAI shall appoint the single Arbitrator for settlement of any dispute with regard to this contract. The venue of Arbitration shall be in New Delhi, India. The arbitration resolution shall be final and binding upon the parties and judgment maybe entered thereon, up on the application of either party, by any court having jurisdiction.
- 12.2 Indian laws shall govern this contract.

## **13. TERMINATION FOR DEFAULT & RISK PURCHASE:**

- 13.1 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 of the following events.
- 13.2 If the Contractor fails to perform any other obligation(s) under Contract.
- 13.3 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.
- 13.4 As a penalty to the Contractor AAI shall en-cash Contract Performance Bank Guarantee. 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.

#### **14. TERMINATION FOR INSOLVENCY:**

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 13.4 shall be applicable.

#### **16. SET OFF:**

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.

#### **17. Declaration:**

The Terms & Conditions given in the tender document are hereby accepted unconditionally and shall be complied with.



## **Section: IV**

### **Scope of Work and Special Conditions of Contract**

**The job contract for provision of 03 nos. Semiskilled and 02 nos. Unskilled manpower for the Upkeep and Maintenance Support of CNS/Airport Systems at VSI Airport, Port Blair** shall be awarded for 2 years. The period of contract may be extended further by mutual consent of Airports Authority of India and the service provider. However, Airports Authority of India reserves the right to terminate the contract at any time before the normal tenure in case service is found to be deficient.

1. Special Conditions of Contract shall be read in conjunction with the General Information and Guidelines (GIG) and Terms and Conditions of Contract (COC). In case of any discrepancy between Special conditions, GIG and COC, Special Conditions Contract shall have the overriding value.

#### **2. Deployment of Staff:**

- 2.1 Contractor will have to deploy eligible and experienced staff as follows; however in case of any deviation in requisite criterion, the decision of CNS In-Charge , AAI, VSI Airport, Port Blair shall be final:

- **Minimum Qualification:**

- **Semiskilled:** One year I.T.I. passed in Electrical/Electronics and having at least one year working experience on EPABX, Maintenance of telephone and electrical works etc. or at least 3 years" experience in the relevant field.

Or

10<sup>th</sup> pass 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

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.

- **Unskilled:** At least 8<sup>th</sup> pass from recognized State/central board. Physically fit and shall do the work as per scope of work.

- 2.2 Contractor will attract a penalty @ 0.5% of the monthly contract value for each day delay (other than defined in Force majeure clause no 9, Section-III) in deploying 05 manpower, beyond 07 days from the acceptance of work order subject to maximum 10% of the contract value. This penalty amount shall be deducted from the contractor's first or subsequent bill as the case may be.



- 2.3 Deployed Five persons may have to perform duty 8 hours/day in shifts/general as per operational requirement. One weekly off is admissible. They have to come on Weekly Off/Gazetted holidays/odd office hours, if required due to any exigency for which nothing extra shall be paid by AAI.
- 2.4 Electronic attendance system will be provided by the contractor and installed in CNS office on which each deployed staff put his thumb impression and AAI has the control of this electronic attendance system. In addition to this, manual daily attendance of the staff is also required and shall be maintained by the contractor and if AAI wishes to see the same, the contractor shall make it available to AAI for inspection.
- 2.5 In case of absence, leave due to sickness of the deployed employee then the firm shall be liable to arrange a substitute employee failing which arrangement shall be made by the CNS In-Charge, AAI, Port Blair and deduction on pro-rata basis from the monthly bill(s) of the firm shall be made by AAI.
- 2.6 The AAI shall not be responsible for any injury sustained by the workers employed by the firm/contractor during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. Furthermore, the agency shall be responsible for the payment of compensation, insurance etc if any in respect of his employees.
- 2.7 In case of unsatisfactory conduct, behaviour etc of any staff of the firm, the firm shall replace the concerned person as per advice of the AAI and firm shall deal the consequences of such misconduct, behaviour etc of their staff/employee.
- 2.8 AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.
- 2.9 The contractor shall apply in writing in advance of issue of necessary entry passes to the workman engaged by him.
- 2.10 The submission of applications for temporary photo identity card (PICs)/AEP (Airport Entry Permit) in advance along with certificate of police verification etc. as per prevailing practice and regulations of BCAS will be the responsibility of the contractor. Any financial expenditure involved such as fees for PICs, photos, fees for police verification etc., if any, will be borne by the contractor.
- 2.11 The PICs /AEPs has to be revalidated in well advance to ensure that the employees are always in possession of their entry passes. No employee will be permitted in the terminal building, Operational area without valid PICs/ AEPs. Employee without valid PICs/AEPs will be considered as equivalent to absence of staff and necessary recovery will be made from the bills of contractor for this period.
- 2.12 The contractor and his employee shall abide by security regulations/instructions issued by AAI, BCAS and police authorities time to time.
- 2.13 The contractor shall be fully responsible for the working of his staff.
- 2.14 The contractor shall have to comply all the provision of Statutory Laws, Rules and Regulations of Government of India for the time being in force.



### 3. Scope of work:

- A. For Semi-skilled manpower:** Each deployed workman has performed the following work on daily basis:
- The job contract for Semi-skilled manpower includes locating & rectification of cable fault including underground cables, shifting of existing telephone extensions, provision of new extensions including wiring, installing/shifting of telephone junction boxes, rectification of power cable / data cable. Regular inspection and maintenance of battery and UPS etc., Regular maintenance of lightening arrestors and Earthing Pits, maintenance and cleaning of CCTV camera, X-ray machine, FIDS display, ETD, HHMD, DFMD.
  - Work Area covered under this contract are: All offices of technical block and administrative block All area inside terminal building including air side/city side.
  - DVOR/DME/ILS-LLZ/RCAG/INRES/ADS-B site, other area where the EPABX / BSNL or SCCTV line to be installed as required by AAI.
  - Routine Cleaning /Dusting work of Electronics Equipments at various CNS (Communication, Navigation, Surveillance) Units of VSI Airport, Port Blair.
  - Assisting to CNS officers/ officials during maintenance work, checking remote lines, cabling work, cleaning of Antenna connectors, battery maintenance works also has to be done on regular basis.
  - Any other work assigned by CNS duty officer and CNS Unit In-charge.
- B. For Un-skilled Manpower:** Each deployed workman has to perform the following work on daily basis:
- Regular cleaning of CNS and Airport System equipments viz., Instruments RCAG/DVOR/DME/ILS/ADS-B/INRES Equipments/ System Desk top Computers and Laptops, All UPS including their batteries and system batteries.
  - Lifting/shifting/carrying CNS equipments/modules to various locations as per requirements.
  - To maintain Dust free Atmosphere at various CNS sites.
  - Carry the test equipments to various locations as per requirements.
  - Packing/Dispatch of Modules/PCB and Collection/Unpacking of modules from/to SMUs and other Airports.
  - Any other miscellaneous works assigned by concerned CNS Unit In-charge as per requirement
- C.** Duty hours will be 8 hours/daily for six days in a week as per operational requirement. One weekly off is admissible. The duty norms are subject to change as per Govt. of India norms from time to time.
- D.** In case of emergency, the worker may be asked to stay back beyond office hours for which no extra payment shall be made. If the duration of this stay is more than four hours then additional off day will be allowed on a convenient later day, but not later than one month.



- E.** AAI shall reserve the rights to fix responsibility for omissions & commissions and to impose a maximum penalty of 10% of the monthly bill amount for such deficiencies in services after serving notice and giving fair opportunity to the Contractor in respect of following:
- Poor workmanship & damage to installations of AAI.
  - Not complying with instructions given by AAI.
  - Not maintaining punctuality in reporting for duty and absence without permission.
  - Contractor will have to employ eligible and experienced staff for maintenance as follows. However in case of any deviation in requisite criterion, the decision of CNS In-charge shall be final.

- 4. Minimum wages:** The successful bidder shall comply with all the provision of contract labour (Regulation and Abolition) Act, Contract labour (Regulation and Abolition) Act of 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 and other legislations such as Employees Provident Fund and Miscellaneous Provision Act 1952 (EPF & MP Act 1952, The payment of wages Act 1936, the workmen's compensation act 1923 & Rules / Acts / instructions enforced from time to time by the Central and State Governments and also as mentioned in website of Chief Labour Commissioner ([www.clc.gov.in](http://www.clc.gov.in)). The successful bidder has to pay the minimum wage of Central or State Govt. whichever is higher, to the staff engaged by him.

The following are the Minimum Wages including basic rate and variable dearness allowance (VDA) per day/Manpower at Port Blair as per notification issued by Chief Labour Commissioner, Govt. of India vide Ref No.-F.No.1/20(3)/2021-LS-II dated 23.04.2021.

**Unskilled Manpower – Rs. 539.00**  
**Semi-Skilled Manpower – Rs. 609.00**

**If the bidder quotes lesser than the minimum wages mentioned, his tender will not be considered for evaluation, same shall be rejected. In case the minimum wages revised by Govt. of India during the bid submission time, the same shall be quoted by bidder in price bid/financial bid (Annexure-I).**

- 5. Bonus** considered is 8.33% of annual wage per staff per annum.
- 6. Liability period:** shall be for a period of SIX MONTHS from the certified date of completion of the contract. Security deposit shall be released after successful completion of defect liability period and on submission of EPF return filed copy.
- 7. Security Clearance:** As the site of work is in the restricted area/AAI premises the successful bidder has to arrange for the security clearance and obtain Airport Entry Passes (AEP) from Security Authorities at VSI Airport, Port Blair for the



work force deployed by him under this job contract after making necessary payment of fees and submission of documents as per the procedures in vogue. Over and above, the identity card issued by the firm to be displayed while the persons are on duty. In case of loss/renewal of AEP, the cost of making new passes shall be borne by the successful bidder. The successful bidder shall be responsible for misuse of any AEP and be liable for action by security agencies at the airport.

#### **8. Payment Terms:**

- 8.1 No mobilization advance shall be paid for any activity.
- 8.2 Contractor shall pay bonus once in a year to all five workmen through bank transfer which shall be at least 8.33% of annual wage at the time of payment on pro-rata basis. Proof of this payment should be presented along with corresponding running account bill. The proof of payment for the balance amount of bonus on pro-rata basis from the last bonus paid till the expiry of contract should be submitted along with last running account bill for release of payment. If proof of payment of bonus is not submitted, 33.33% of the running account bill will be withheld.
- 8.3 The payment shall be made on monthly basis on raising the bill thereof along with satisfactory performance as per terms and condition and certificate from the concerned AAI unit where the manpower was deployed. The 100% of the charges minus the recoveries if any shall be paid after the successful completion of each month.
- 8.4 Bills shall accompany clear copy of EPF, Bonus deposit challan for contribution made towards EPF, Bonus as per applicable Govt. of India rules for employees engaged for this contract in AAI under self-certification with company seal.
- 8.5 AAI shall withhold any payment, if the contractor fails to deposit wages, EPF, Bonus etc as per applicable rates and proof to that effect has not been submitted regularly to AAI. Any arrear for EPF deposit along with current deposit in respect of employees engaged under this CONTRACT shall be completed before presenting the next running account bill. Failing to do so, AAI may stop payment of running account bill.
- 8.6 If wages, PF, Bonus etc are revised by the Govt. of India, the same shall be paid to the firm subject to documentary evidence of their payment/challan copy.
- 8.7 **Group Insurance:** Contractor shall cover all of the workmen employed for this work under group insurance for a minimum claim of Rs. 1,00,000/- covered for unlimited incidents. Proof of this group insurance should be submitted along with first running account bill, otherwise payment of the bill may be withheld.
- 8.8 The insurance shall protect the contractor/contracting agency against all claims applicable for the workman's compensation act-1948. The contractor shall take necessary insurance cover for all persons deployed at sites even for short duration. AAI shall not entertain any claim arising out of mishap, if any that may take place during the performance of the contract.



- 8.9 It shall be the responsibilities of the contractor for payment of minimum wages and other statutory benefits etc to its employees and AAI may anytime to check/inspect the same.
9. The contractor shall be responsible for any damage caused to any equipment/building of AAI due to the negligence of the staff. The same shall be made good by the contractor at his cost.
- 10.**  
In case of any violation of statutory provisions with regard to payment of minimum wages, PF, Bonus etc to the workers of the firm, AAI shall either forfeit the Security Deposit amount or PBG or stop the payment of quarterly bills of the firm.
- 11.**  
In case AAI receive the information/complaint through any source/media, any employee is not paid the notified wages/allowances; AAI will deduct such payment either from Security Deposit or PBG or quarterly bill and directly make the payment to such employee, if contractor fails to justify his side.
- 12.**  
**Effect and Jurisdiction:** This shall be considered as having come in to force from the date of acceptance of above mentioned work order by AAI. The law applicable shall be the law enforced in India.
- 13.**  
AAI reserves right to terminate contract any time in case the performance of the staff is not found satisfactory or for any unforeseen circumstances arisen.
- 14.**  
If any worker engaged is found to be not suitable for the position, the contractor has to remove the person from the site immediately and has to depute his substitute.
- 15.**  
Any dispute or difference whatsoever arising between AAI and the contractor relating to the contract, interpretation, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of arbitration of the "SCOPE Forum of Conciliation and Arbitration" (clause 3, 4 of section III) and the award made in pursuance thereof shall be binding on the parties.
- 16.**  
Split of work will not be allowed.



**Annexure-I**

**Price Bid/Financial Bid**

**Name of Work:** Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair for 2 years.

Validate Print Help **Percentage BoQ**

Tender Inviting Authority: The Airport Director, Airports Authority of India, VSI Airport, Port Blair

Name of Work: Job Contract for the Upkeep and Maintenance Support of CNS/ Airport System at VSI Airport, Port Blair for 2 years.

Contract No:

Name of the Bidder/ Bidding Firm / Company :

**PRICE SCHEDULE**  
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in INR (Basic Rate Per Unit Per Day)	No. of days (For Two Year)	Total EPF Contribution @13% of Wages In INR	Total Bonus Payment @8.33% of Wages In INR	TOTAL AMOUNT Without EPF & BONUS (Excluding GST) Rs. P	TOTAL AMOUNT With EPF and BONUS (Excluding GST) Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	14	15	7	54	8
1	Total Wages for 3 Semiskilled Manpower for Two Years	item1	3	Nos	609.00	624	148206.24	94966.00	1140048.00	1383220.24	INR Thirteen Lakh Eighty Three Thousand Two Hundred & Twenty and Paise Twenty Four Only
2	Total Wages for 2 Unskilled Manpower for Two Years	item2	2	Nos	539.00	624	87447.36	56033.58	672672.00	816152.94	INR Eight Lakh Sixteen Thousand One Hundred & Fifty Two and Paise Ninety Four Only
<b>Total in Figures</b>									<b>1812720.00</b>	<b>2199373.18</b>	INR Twenty One Lakh Ninety Nine Thousand Three Hundred & Seventy Three and Paise Eighteen Only
<b>Quoted Rate in Figures</b>									<b>0.00</b>	<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>									<b>INR Zero Only</b>		

**Note:**

- Bidders are requested to comply the latest **minimum wages prescribed by Govt. of India (GOI), Ministry of Labour & Employment** in the respective category.
- The rates quoted shall be inclusive of Minimum wages, Agency service charges, EPF & Bonus as applicable and exclusive of GST.
- In case of any ambiguity in unit price or total amount figures, all calculations will be carried out taking Basic Unit rate as base.

I/We agree all terms & conditions and notes above:

Signature of authorized signatory/contractor

Name: .....

Date.....

Place:

Seal



## **Annexure-IA**

### **INSTRUCTION TO FILL PRICE BID (Annexure –I)**

1. The successful bidder is liable to pay all Govt. Taxes applicable at the rates declared by Govt. of India from time to time.
2. Since all the component/items of the bid are regulated by Govt. Of India from time to time and it is common for all bidders. Prospective bidders shall have to fill up the **blue cell** with sum of total percentages including (EPF @13%, Bonus @8.33% and Agency Charges % profit) on wages. Comparative statement shall be strictly made on percentage of profit quoted by the respective bidders.  
**For Example, if agency Charge= 5% of Wages,  
Total percentage = 13%(EPF)+8.33%(Bonus)+5% (Agency Charge %profit) =26.33% i.e. bidders shall have to fill up the blue cell with 0.2633 after selecting appropriate Percentage option.**
3. Comparative statement shall be strictly made on percentage of profit quoted by the respective bidders.
4. % of profit shall be quoted in Financial Bid (Online Only)
5. The applicable wages, EPF, Bonus rates etc shall be paid to the contractor and if revised by the Govt. of India, the same shall be reimbursed on productions of valid documents for onward payment by the contractor to it staff deployed in AAI.
6. This financial bid format is only indicative actual bid shall be submitted online



**Annexure-II**

**Unconditional Acceptance Letter**

(On Company's Letter Head)  
(To be uploaded in Tech Bid folder)

To  
The Airport Director  
Airports Authority of India,  
VSI Airport,  
Port Blair – 744103.

**Sub: Unconditional Acceptance of AAI Tender Conditions.**

Name of Work: Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair for 2 years

**Tender No: AAI/PB/CNS/ES-01/2021**

**dated 22/06/2021**

Sir,

1. Having examined the conditions of contract including addenda, I/we, the undersigned, offer to undertake "Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair for 2 years" in conformity with the specifications, terms & conditions of Tender.
2. The tender document for the work "Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair" have been provided to me/us by Airports Authority of India and I/We hereby certify that I/we have read and understood the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/we shall abide by the conditions/Clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of AAI's tender document in its entirety for the above work.
4. 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 uploaded and the same has been followed in the present case. In case any provisions of this tender are found violated after opening the tenders. 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.
5. That, I/We declare that I/we have not paid and shall not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I shall immediately report it to the Appropriate Authority in AAI.
6. I/We agree that "If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate /legal action".
7. I/ we hereby declare that myself or any of the Directors /Partners of this company / firm is not a Director of any other company or partner of a concern or a Sole Proprietor having established business with AAI and has no outstanding dues payable to the Authority.

Yours Faithfully,

(Signature of bidder with Seal)

Name:  
Address:  
Date:



**Annexure-III**

**Undertaking Regarding GST**

(To be uploaded in Tech Bid folder)

**Name of Work:** Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair for 2 years

We hereby declare that we are registered under GST and comply with all Provisions of GST act.

Our GST details are furnished below:

1	GST Registration No	
2	PAN	
3	Legal Name	
4	Trade Name	

Further, I / We hereby unconditionally accept the following conditions in its entirety for the above work.

1. We are registered under GST and compliant of GST provision.
2. We undertake that all input has been passed on to AAI by us.
3. We undertake that in case of any non-compliance of GST provisions and blockage of any input credit, we are responsible for the same and indemnify AAI in this regard.

Signature.....

Name of the authorized Signatory of the bidder.....

Date.....

Place:

Seal



## **Annexure-IV**

### **Undertaking for Not Black-Listed/Debarred**

(To be uploaded in Tech Bid folder)

To  
The Airport Director  
Airports Authority of India,  
VSI Airport,  
Port Blair – 744103.

**Name of work:** Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair for 2 years

1. It is certified that I/We have not been Debarred/black listed by CBI or AAI or any Public Sector Undertaking/Departments like Railways, Defence or any other department of Govt. of India or State Govt etc.
2. It is also certified that neither I/ We nor our firm or its partner or its Directors have been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organisation etc. or any Indian State/Central Government Departments or Public Sector undertaking.
3. I/We further undertake that at any stage of evaluation, if it is found that I/we (the bidder firm) have given wrong or misleading information then our bid can be summarily rejected.

Thanking you

Yours faithfully

Signature of authorized signatory/contractor

Name: .....

Date.....

Place:

Seal



**ANNEXURE -V**

**DECLARATION (For MSE Units only)**

**(To be submitted in Non-Judicial Stamp Paper value of Rs.100/- and to be submitted in Envelope – I)**

I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ in the capacity of \_\_\_\_\_ (Position) hereby declare that

1. Our MSE Unit(s) is/are availing benefits extended by MSME, Government of India to Micro and Small Enterprises (MSEs) for the work of \_\_\_\_\_ invited vide Bid Number \_\_\_\_\_

2. Our MSE Unit(s) has/have not been awarded any work /supply under MSME benefit during the current financial year.

**OR**

Our MSE Unit(s) has/have been awarded work /supply for a total value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) under MSME benefits as on date and same work(s)/Supply is/are "In hand(Progress)/Incomplete" during the current financial year. Further we confirm that the value of work(s)/Supply is/are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the "Monetary Limit" mentioned in NSIC certificate.

3. Our firm is participating in this tender under "**MSE unit**" or "**OPEN BIDDER**".

**NOTE: Strike out the conditions in (2) & (3) whichever is not applicable.** Decision on any discrepancy in this "DECLARATION" shall be at the discretion of AAI and shall be final and binding.

SIGNATURE WITH COMPANY SEAL

ATTESTED BY NOTARY PUBLIC



## **Annexure-VI**

### **FORMAT FOR INTIMATION OF FORCE MAJEURE OCCURRENCE**

To  
The Airport Director  
Airports Authority of India,  
VSI Airport,  
Port Blair – 744103.

Name of Work: Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair for 2 years.

**TENDER ID: 2021\_AAI\_81004**

**dated:30.06.2021**

**Subject:** Intimation regarding Force Majeure Case – \_\_\_\_\_.

Sir,

Pursuant to Section-III, Clause No.14 - 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 Leader)

Enclosures:

Revised Bar Chart.

Evidence of the occurrence of the Force Majeure case (..... sheets)



## **Annexure-VII**

### **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.

Month

Days

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 Leader \_\_\_\_\_.

Signature of Contractor  
Dated



**Part II**  
(For Official Use)

1. Date of receipt of application from

\_\_\_\_\_

For the work of

\_\_\_\_\_ in the O/o the Airport Director, AAI, Veer Savarkar International Airport.

2. Recommendations of the project Leader 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 Leader)

1. Date of receipt in the Office:-
2. Project Leader'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 Leader's Recommendations.
  - a. Progress of the work as on date \_\_\_\_\_
  - b. The proposed date of completion \_\_\_\_\_
  - c. Date up to which extension of time is sought for \_\_\_\_\_
  - d. Reasons for extension of time \_\_\_\_\_
  - e. Proposed compensation to be levied under clause 10 of section III of the tender document.

Signature of Accepting Authority

Signature of Project Leader



**Annexure-VIII**

**AGREEMENT**

**(To be executed on Rs. 100/-Non Judicial Stamp Paper by successful bidder)**

For Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair for 2 years.

**Between**

**Airports Authority of India, VSI Airport, Port Blair, A &N-744103**

And

**(Name of the Contractor along with address)**

THIS AGREEMENT, entered into this (Date) day of (Month & Year) by and between (Name of Contractor), having its office at (Contractor's Office Address) (hereinafter called the "Contractor") and the Airports Authority of India having its head office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi - 110 003 represented through its Airport Director, Airports Authority of India, VSI Airport, Port Blair-744103 (hereinafter called the "AAI"), the expressions "Contractor" and "AAI" shall mean their successors, legal representatives or assigns, for Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Lamba Line, Port Blair, A&N Islands.

**WITNESSETH**

WHEREAS, AAI invited offers for the Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Lamba Line, Port Blair.

WHEREAS, the (Name of Vendor) has offered Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Lamba Line, Port Blair" in accordance with their Price Bid dated (Date) and AAI has accepted its offer.

NOW, therefore, in consideration and mutual covenants contained herein, the Contractor and the AAI (hereinafter referred to as the "parties") agree that the following document shall be part of this agreement: -

1. AAI Tender Documents for the "Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Lamba Line, Port Blair.
2. Tender corrigendum no.1,2 .....
3. Tender clarifications offered by AAI subsequent to the Bidders queries by AAI (Date).
4. Bid Documents submitted by the Contractor dated (Date) in fulfilling the contract requirements that includes the signed compliance.
5. Unconditional acceptance of AAI Tender conditions as given by the Vendor.

**AAI/PB/CNS/ES-01/2021**



6. Queries raised by AAI during technical evaluation and technical clarifications submitted by the contractor in response thereof.
7. The price bid of the Contractor which was opened on (Date) and accepted by AAI.
8. Reference of LOI/Purchase order issued/acceptance of bidder.

**For and on behalf of Contractor**

**For and on behalf of Chairman, AAI**

Signature:

Signature:

Name of the Executive:

Name of the Executive:

Designation:

Designation:

1. Witness: (Signature, Date, Name, Designation on behalf of AAI)

2. Witness: (Signature, Date, Name, Designation on behalf of Contractor)



## **Annexure-IX**

### **Bank Account Details**

(For E-Payment)

To  
The Airport Director  
Airports Authority of India,  
VSI Airport,  
Port Blair – 744103.

#### **Sub: Bank account details for e-payment.**

Sir,

Following particulars are given for effecting E-payment in respect of our claim / Bill

Name of the Agency	
PAN No	
Name of the bank	
Name of the branch	
Complete address of bank	
A/C of beneficiary	
Type of account	
Core Banking Account No. in full	
IFSC code of the bank	
MICR Code	
GST Registration No.	

We also enclose herewith a duly cancelled cheque of our bank account

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

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

NAME & ADDRESS OF THE TENDERER

OFFICIAL SEAL \_\_\_\_\_

Date \_\_\_\_\_

**Note:** Any erroneous information may lead to harmful transaction for which neither AAI nor the Bank will be liable / responsible.

**AAI/PB/CNS/ES-01/2021**



**Annexure-X**

**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 suspension order.

**Signature of contractor(s)**



**Annexure-XI**

**ANNUAL TURN OVER**  
(To be uploaded in Tech Bid folder)

ASSESSMENT YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (Rs.)
2018-19	
2019-20	
2020-21	
Average Annual Turnover	

**NOTE:** The above data is to be supported by Audited Balance Sheets along with profit & loss account of the firm.

\* If not audited till the date of submission of tender, a certificate from the Chartered Accountant may be submitted, along with un-audited accounts.

Signature.....  
Name & Designation .....  
Bidder/Authorized Signatory  
Company Stamp / Seal



**Annexure-XII**

**CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT**

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year ..... the Net Worth of M/s ..... (Name & Registered Address of Individual/firm/company), as on ..... (the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on.....(the relevant date)".

Signature of Chartered Accountant  
.....  
Name of Chartered Accountant  
.....  
Membership No. of ICAI  
.....  
Date and seal

PR- 16



**Annexure-XIII**

**AFFIDAVIT ON MINIMUM WAGES**  
(On Rs.100/- Non Judicial Stamp Paper)  
**(To be uploaded in Technical Bid folder)**

I,.....(Name), aged.....years, S/o ..... (Name), Proprietor/Managing Director of .....(Name of agency) do hereby solemnly affirm and state as follows:

1. I am competent to swear this affidavit on behalf of ..... (Name of Agency).
2. I state that, in the event of work awarded to our agency, the wages to be paid to the workers engaged shall not be less than the minimum wages determined by appropriate Govt. authority for the time being in force.

Dated this, the ..... Day of ..... Month ..... Year

**Deponent**

Place:

Date

**Note: This affidavit is to be attested by first class Magistrate/Notary Public on non-judicial stamp paper of Rs. 100/-**



**FORM OF BANK GUARANTEE FOR PERFORMANCE COMPLIANCE**

(To be stamped in accordance with stamp Act)

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

Ref No.:

Dated:.....

Bank Guarantee No. : .....

To  
The Airport Director  
Airports Authority of India,  
VSI Airport,  
Port Blair – 744103

Dear Sir,

In consideration of the Airport Director, AAI, VSI Airport Port Blair (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between ..... and ..... [hereinafter called the said Contractor] for the work ..... (hereinafter called "the said agreement") having agreed to production of irrevocable Bank Guarantee for Rs .....(Rupees ..... only) as a security / guarantee from the contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We ..... **(indicate the name of the Bank)** (hereinafter referred to as "the Bank") hereby undertake to pay AAI an amount not exceeding Rs..... (Rupees ..... only) on demand by Department of CNS, AAI, Port Blair.
2. We ..... **(indicate the name of the Bank)** do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs ..... (Rupees ..... only).
3. We, the said bank further undertake to pay to AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
4. We ..... **(indicate the name of the Bank)** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall



वीएसआई हवाईअड्डा, पोर्टब्लेयर में सीएनएस/एयरपोर्ट सिस्टम के रख-रखाव और रखरखाव सहायता के लिए नौकरी अनुबंध /  
Job Contract for the Upkeep and Maintenance Support of CNS/Airport System at VSI Airport, Port Blair  
continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Officer-In-Charge (CNS) on behalf of AAI certified that the work awarded as per terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5. We ..... **(indicate the name of the Bank)** further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us.
6. **This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.**
7. We ..... **(indicate the name of the Bank)** lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
8. This guarantee shall be valid up to .....unless extended on demand by AAI.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs ..... (Rupees .....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ..... day of ..... month of ..... year for **(indicate the name of the Bank)**.

Authorized Signatory  
With date & Seal



**Annexure-XV**

**Checklist for Technical & Price Bid**

S. No.	E-Documents(pdf)	E-File: Named as	Enclosed (Yes/No)
<b>1</b>	<b>PQQ/Technical Bid- Envelope-1</b>		
i.	Tender Fee Submitted (Scanned Copy)	Tender FEE	
ii.	Bid Security/EMD Declaration (Annexure-X)	Annexure-X	
iii.	Proof of NSIC/MSE certificate for claiming exemptions of tender fee, if applicable as per section-I clause 5 of NIT	Annexure-V	
iv.	Self-attested Copy of the Permanent Account Number (PAN)	PAN	
v.	Self-attested Copy of Valid GST Registration.	Firm/Company details	
vi.	<b>Proof of Experience/Performance Certificate</b> as per clause & sub clauses of 6 of Section-I of NIT. (copy of relevant pages of PO /Work order issued by Customer), Proof of completion (completion certificate issued) with complete details of works claimed	Experience PO-01 Experience PO-02 Experience PO-03 CC-01, CC-02, CC-03	
vii.	Abridged Balance Sheet along with Profit & Loss account of the bidder for last three years ending 31 March as per clause 7 of Section-I of NIT	ABS	
viii.	Net Worth certificate	Annexure-XII	
ix.	Duly Signed & Sealed Unconditional acceptance letter on Bidders letter head- <b>Annexure-II</b>	Annexure-II	
x.	Power of attorney (In case of Signatory is other than Director of a Company or proprietor /partner of the Firm)	POA	
xi.	P.F. and E.S.I.C registration	Registration	
xii.	Partnership deed in case of partnership firm	MOA	
xiii.	Duly filled GST Undertaking (Annexure-III)	Annexure-III	
xiv.	Undertaking for Not Blacklisted/debarred (Annexure-IV)	UBL	
xv.	Digitally Signed Tender Document including corrigendum (if any)	Tender Doc.	
xvi.	Duly filled bank account details (Annexure-IX)	Annexure-IX	
xvii.	Affidavit on Minimum Wages (Annexure-XIII)	Annexure-XIII	
<b>2</b>	<b>BOQ/Price Bid-Envelop-II</b>		
	Duly filled Price Bid/ BOQ - Annexure-I	BOQ	

Place:  
Date:

(Signature with date &Seal of  
the Authorized signatory of the firm)

**DECLARATION**

I ( ) hereby declare that the document submitted/enclosed are true and correct. In case any document at any stage found fake/incorrect action as deemed fit by AAI can be taken against me. Also I hereby agree to produce originals of documents for verification whenever asked.

Place:  
Date:

(Signature with date &seal of  
the Authorized signatory of the firm)