

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA
कांडला हवाईअड्डा,
Kandla Airport,
अंजार /Anjar -370110



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

विषय / TITLE

कांडला हवाई अड्डे पर सांस विश्लेषक परीक्षण के लिए पैरामेडिक स्टाफ को तैनात करने के लिए अनुबंध कार्य प्रस्ताव का मसौदा।

JOB CONTRACT FOR HIRING ONE PARAMEDIC STAFF FOR BREATH ANALYSER TEST AT KANDLA AIRPORT FOR THREE YEARS.

Prepared and checked By: Name : Priya Chauhan Manager (ATM) Dated 30/09/2024	Approved by: Name: Roji. R Airport Director, Kandla Dated 30/09/2024
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JOB CONTRACT FOR HIRING 01 PARAMEDIC STAFF MANPOWER FOR CONDUCTING BREATH ANALYSER TEST AT KANDLA AIRPORT FOR 03 YEARS.

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Additional Terms and Conditions

विषय / TITLE

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JOB CONTRACT FOR HIRING ONE PARAMEDIC STAFF FOR BREATH ANALYSER TEST AT KANDLA AIRPORT FOR THREE YEARS.

At an estimated cost ₹ **1255070/-** (Twelve Lakh Fifty-five Thousand and Seventy Rupees). Estimated cost is inclusive of prevailing minimum wages , Uniform charges,Extra payment for performing duties on 03 National Holidays ,Miscellaneous Charges like AEP etc.,PF,ESIC,EDLIS,PF Admin Charges, Bonus and contractor's profit (Service Charges) & GST.

**JOB CONTRACT FOR HIRING 01 PARAMEDIC STAFF MANPOWER FOR
CONDUCTING BREATH ANALYSER TEST AT KANDLA AIRPORT FOR 03 YEARS.**

**AIRPORTS AUTHORITY OF INDIA
ADDITIONAL TERMS AND CONDITIONS**

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This Additional terms and Conditions Contains 28 Pages, excluding title page.

**JOB CONTRACT FOR HIRING 01 PARAMEDIC STAFF MANPOWER FOR
CONDUCTING BREATH ANALYSER TEST AT KANDLA AIRPORT FOR 03 YEARS.**

SPECIAL CONDITIONS OF CONTRACT (SCC)

These special conditions of contract shall be read in conjunction with General Conditions of Contract, and any other documents forming part of this contract wherever the context so requires.

Wherever any portion of the General Condition of contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intension appears, the provisions of the special conditions of contract shall be deemed to over-ride the provisions of the General conditions of contract and shall to the extent of such repugnancy or variations, prevail.

1. SCOPE OF WORK: -

- a) Meet this tender's set out terms & conditions in connection with the provision of "Hiring of one Paramedic Staff for conducting Breath Analyzer Test of operational staff at Kandla Airport "of the Additional Terms and Conditions.
 - b) Hired Manpower shall carry out the jobs as explained at S.No.2 below, under supervision of ATS In-Charge: -
- 2.** The job specifications of contractual manpower hired under the " Job Contract for Hiring 01 Paramedic Staff for conducting Breath Analyzer Test at Kandla Airport", shall be-
- a. To conduct Breath Analyzer test of operation officials at Kandla Airport as per DGCA regulatory requirements.
 - b. Maintenance of related Records/Documents
 - c. Maintenance of Breath Alcohol Analyzers.
 - d. Creation of database related to Breathe Analyzing reports.
 - e. Maintenance of Files/registers.
 - f. Typing letters/correspondence.
 - g. To update the authority of regular reports relating to Breath Analyzer Tests.
 - h. to carry out other jobs which are similar to contractual paramedic staff as per the guidelines of the Government of India , under supervision of ATS In-charge.
 - i. Association with all process involved during Examination of any aviation staff for psychoactive substances as per DGCA CAR.
- 3.** The working hours shall be from 0900Hrs to 1600 Hrs. However, the decision of working hour as decided by Airport Director, KANDLA Airport or his Authorized representative shall be final. The duty hours may be extended on the ground of operational urgency and for extra duty beyond office hours, the incumbent shall be provided overtime allowance on reimbursement basis as rate applicable.

JOB CONTRACT FOR HIRING 01 PARAMEDIC STAFF MANPOWER FOR CONDUCTING BREATH ANALYSER TEST AT KANDLA AIRPORT FOR 03 YEARS.

MINIMUM MANPOWER REQUIREMENT

Minimum Manpower Requirement:

- i) The firm has to depute sufficient manpower and the manpower shall not be less than the minimum manpower (for all days including Saturday, Sunday & Other National Holidays as specified below. Provision of weekly off to the workers is mandatory.
- ii) It is the responsibility of Contractor to prepare duty roster of paramedic staff as per the directions of ATS In-Charge/ his representative. The location / duty point of paramedic staff shall be decided by ATS In-Charge/his representative as per procedure /requirement and shall be final & binding.
- iii) As the Job is operational in nature, If any engaged paramedic staff is found not suitable for the duty position, the agency has to remove the staff from station immediately and depute substitute as per the directives and prior approval of ATS In-Charge. No duty shall go vacant.

Professional Qualifications: -

The contractor should depute the persons as per the qualification given below.

S. No.	Category of Manpower	Required persons.	Category	Minimum qualification and experience desired
01	Paramedic Staff	01	Skilled	Trained Paramedics/ Emergency Medical Technician (EMT)/Personnel holding BSC(Nursing) / Diploma (Nursing) with minimum experience of 3 Years

JOB CONTRACT FOR HIRING 01 PARAMEDIC STAFF MANPOWER FOR CONDUCTING BREATH ANALYSER TEST AT KANDLA AIRPORT FOR 03 YEARS.

List of documents to be submitted by bidder in Technical bid on GeM Portal :

क्र.सं. S No.	योग्य बोली ई-दस्तावेज (पीडीएफ) Eligibility Bid e-Documents (PDF)	ई-फाईल: जो भी नाम की e-File :Named As
A.	<p>Experience Certificate. Firms having experience of “Supply of Manpower – Staff Nurses/Paramedics” are eligible to participate. Client certificate for experience should show the similar nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work for a minimum of 3 years. Firms showing work experience certificate from Non-government / Non-PSU organization should submit “Tax Deduction at Source Certificate” in support of their claim for having experience of stipulated value of works.</p>	<p>Exp Certificate.</p>
B.	<p>Average turnover certificate of last three years Client must have an Average Annual Financial Turnover of Rs. 04 lakhs/- against works executed during last three years ending 31st March of the previous financial years . As a proof, copy of CA certified (with UDIN) Balance Sheet along with Profit & Loss Account Statement of the Firm, also CA certified (with UDIN) Turnover Certificate of the Firm should be submitted along with the Application. Firms showing continuous losses during the last three years in the Balance Sheet shall be summarily rejected</p>	<p>Turnover certificate.</p>
C.	ESIC Registration Certificate of Company	ESIC Reg.
D.	EPFO Registration Certificate of Company	EPFO Reg.
E.	Registration certificate of the Company	Reg

**JOB CONTRACT FOR HIRING 01 PARAMEDIC STAFF MANPOWER FOR
CONDUCTING BREATH ANALYSER TEST AT KANDLA AIRPORT FOR 03 YEARS.**

F.	Scanned copy of PAN Card ,in name of Company	PAN
G.	GST Registration Certificate	GST Reg
H.	Un-conditional Acceptance letter	Annexure-I
I.	Declaration-1, Declaration-2, Declaration-3, By The Contractor/ Tenderer	Annexure-III/ Annexure-IV/ Annexure-V/
J.	Declaration in lieu of Earnest Money Declaration	Annexure-VI
K.	AFFIDAVIT for minimum wage	Annexure-VIII
L.	Undertaking under Make In India policy	Annexure-IX

Note: "Above documents are to be submitted by the bidder in Technical bid on GeM Portal, otherwise bid is liable to be Rejected".

GENERAL TERMS & CONDITIONS

S. No.	Requirement
1.	COMMERCIAL SPECIFICATIONS
1.1	<p>Revision of Minimum Wages: -</p> <p>Current rates of minimum wages are given below: (as on 01.10.2024)</p> <p>Skilled : Rs. 739.00</p> <p>The rate for manpower will be based on the rate decided by Central Government or State Government, whichever is higher.</p> <p>The manpower wages are revised twice in a year by the Office of Regional Labor Commissioner (Central).</p> <p>The difference in minimum wages based on the actual payment of difference of wages (minimum wages difference applicable to all manpower, national holidays applicable to the manpower deployed on those days) will be paid to the contractor on revision of minimum wages by the Office of Regional Labor Commissioner (Central). The contractor has to submit the proof for payment of difference of wages/National Holidays to the manpower as well as monthly contribution of EPF, ESIC, Bonus (six Monthly) & GST for reimbursement. No overhead & profit shall be given to the contractor on EPF,ESIC& Bonus.</p> <p>The Contractor shall have the registration with EPFO and ESIC. The EPF and ESI contribution on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of Employer paid by the contractor shall be reimbursed by the AAI to the contractor on actual basis.</p> <p>The reimbursement for the employer contribution of the PF & ESI shall be made to the agency on receipt of documentary evidence i.e. Challan with detailed statement of each manpower. The employer contribution of the same need to be deposited as detailed below:</p> <p>P.F. Contribution for total manpower @ 12.00% or as applicable on actual wage payment for each worker.</p> <p>E.D.L.I.S. for total manpower @ 0.5% or as applicable on actual wage payment for each worker.</p> <p>E.S.I.C. for total manpower @ 3.25% or as applicable on actual wage payment for each worker.</p> <p>The contractor is required to pay bonus @ 8.33% of wage payment to their workmen employed in two installments first on completion of 6 months of the contract and second before final bill, or may be on monthly bill, which shall be reimbursed to the agency on receipt of documentary evidence after due verification by AAI representative.</p> <p>Anti-Profitteering Clause:- Under GST regime and during the currency of contract, any reduction in the rate of Tax on any supply of Goods or Services on any benefit of Input Tax Credit (ITC) shall be passed on to the AAI by the agency / contractor in such a way to commensurate reduction in prices.</p>

1.2	It shall be the sole liability of the contractor (including the contracting firm/ company) to obtain and to abide by all necessary licenses/permissions from the authorities concerned as provided under the various labour Legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act ,1970.
1.3	The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the contract Labour (Regulation & Abolition) Act, 1970, the Inter-state Migrant workmen (Regulation of employment & conditions of service) Act, 1979, The Minimum Wages Act, 1948, the payment of wages Act, 1936 the workmen’s Compensation Act, 1923 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time.
1.4	On commencement of the contract, the contractor shall continue to have valid PF and ESI Code no. till conclusion of the contract. AAI reserves the right to withhold any payment if ESI and PF contributions are not paid by the contractor and proof to that effect have not been produced regularly by the contractor. Non production of PF and ESI challan of monthly contributions before its due date but not later than 21st of every month by the contractor, shall be liable for action against the contractor and also suitable penalty shall be levied by the Execution Department as deemed fit.
1.5	The contractor shall regularly submit all relevant records / documents to AAI representative for verification and upon such satisfaction only, AAI will allow reimbursement to amounts paid.
1.6	The contractor shall be solely responsible for the payment of wages and other dues to personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
1.7	The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
1.8	Statutory compliance in respect of Contract labour under the provisions of EPF & MP act 1952 shall be the sole responsibility of the contractor and in case of complaint received by AAI on non-compliance of above then the arise Liability shall be paid by AAI at the cost of contractor and the same shall be deducted from the next running bill on first instance. On repeated instance the said contract may be terminated with immediate effect and security deposit available with AAI may also be forfeited and also debarring the contractor for prescribed period to compete in AAI for similar work.
2.	Period of Contract
	This contract is for a period of Three Years commencing from “Service Commencing Date” as indicated in the contract document. However, contract shall be reviewed on quarterly basis during the contract period for satisfactory service rendered by the Contractor. AAI shall appoint an officer on behalf of Airport Director or his authorized representative for the purpose of implementation & monitoring of the contract. The contract may be extended for further One year as per same terms & conditions.
3.	Time: The Essence of Contract.

3.1	This contract is for a period of three years .								
4.	Deductions from Contract Price								
4.1	All costs, damage or expenses, which the AAI may have paid, for which under the contract the Contractor is liable, will be claimed by the Airports Authority of India (AAI). All such claims shall be billed by the AAI to the Contractor regularly as and when they fall due. Such bill shall be supported by appropriate and certified vouchers or explanations tenable the Contractor to properly identify within fifteen days of the receipt of the corresponding bills and if not paid by the Contractor within said period, the AAI may then deduct the amount from any money due or becoming due to the Contractor under the contract or may be recovered by actions of Law or otherwise, if the Contractor fails to satisfy the AAI of such claims.								
5.	Right to Accept or Reject the Tender								
5.1	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 itself the authority to reject any or all the tenders received without assigning any reason whatsoever.								
5.2	Tenders, in which any of the particulars and prescribed information is 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.								
6	Termination of Contract at Purchaser's Initiative								
6.1	The AAI reserves the right to terminate the contract either in part or in full due to the reasons other than specified herein. The AAI shall in such an event give 15 days notice in writing to the Contractor of their decision to do so.								
6.2	The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the AAI, stop all further subcontracting or purchasing activity related to the work terminated, and assist the AAI in maintenance protection, and disposition of the works acquired under the contract by the AAI.								
7	Earnest money deposit (EMD):								
7.1	<p>Bid Security/EMD (2% of Estimated bid value): Rs. 25,101/- required to be paid online through NEFT/RTGS mode to AAI. Payment of EMD in the form of Cash /Demand Draft or any other form (other than online) mode shall not be accepted.</p> <p style="text-align: center;">AAI Bank details are as following.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Corporate Name</td> <td>AIRPORTS AUTHORITY OF INDIA</td> </tr> <tr> <td>Bank Name</td> <td>STATE BANK OF INDIA</td> </tr> <tr> <td>Account No.</td> <td>33964986659</td> </tr> <tr> <td>IFSC Code</td> <td>SBIN0001174</td> </tr> </table>	Corporate Name	AIRPORTS AUTHORITY OF INDIA	Bank Name	STATE BANK OF INDIA	Account No.	33964986659	IFSC Code	SBIN0001174
Corporate Name	AIRPORTS AUTHORITY OF INDIA								
Bank Name	STATE BANK OF INDIA								
Account No.	33964986659								
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7.1.1	Earnest Money shall be applicable to eligible bidders.								

7.1.2	Bids received without EMD (other than those who are exempted from payment of EMD) as specified in the bid document, shall be rejected out rightly.														
7.2	Refund of EMD														
7.2.1	EMD of bidders who are disqualified in Technical Stage shall be returned/refunded after rejection of their bids.														
7.2.2	EMD of all qualified bidders whose financial bids are opened (except the confirmed lowest bidder) shall be returned/refunded after award of Contract to successful bidder.														
8	Performance Bank Guarantee (PBG) /Security Deposit(SD)														
8.1	The contractor, whose tender is accepted, will be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the contract amount of the work.														
a	The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit.														
b	Security deposit will also be accepted in form DD or BG (Bank Guarantee form as per Annexure-II) of Nationalised Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.														
8.2	AAI has made arrangements for verifications of Bank Guarantee received by AAI from successful bidder through Structural Financial Messaging System (SFMS) of ICICI Bank whose detail is as under:														
8.3	<table> <tr> <td>Corporate Name</td> <td>Airports Authority of India</td> </tr> <tr> <td>Bank Name</td> <td>ICICI Bank</td> </tr> <tr> <td>IFSC Code</td> <td>ICIC0000007</td> </tr> <tr> <td>BG Advising Message</td> <td>IFN 760COV (BG Issue)</td> </tr> <tr> <td></td> <td>IFN 767 COV (BG Amendment)</td> </tr> <tr> <td>Unique Identifier Code</td> <td>AAIRHQWR</td> </tr> <tr> <td></td> <td>(to be mentioned in field 7037 of the BG advising message code.)</td> </tr> </table>	Corporate Name	Airports Authority of India	Bank Name	ICICI Bank	IFSC Code	ICIC0000007	BG Advising Message	IFN 760COV (BG Issue)		IFN 767 COV (BG Amendment)	Unique Identifier Code	AAIRHQWR		(to be mentioned in field 7037 of the BG advising message code.)
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	(to be mentioned in field 7037 of the BG advising message code.)														
8.4	<p>The Vendors/Customers/Concessionaires shall also submit a letter to the issuing bank, while submitting the documents to the BG issuing bank, as per the format mentioned below.</p> <p>(For successful bidder only)</p> <p>Request Letter: Transmission of Bank Guarantee Cover Message < to be submitted by applicant to BG issuing bank></p> <p>Date: _____</p> <p>The Manager, (Bank), (Branch)</p> <p>Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where</p>														

	<p>beneficiary bank is ICICI Bank (IFSC-ICIC0000007)</p> <p>Dear Sir/Ma'am,</p> <p>I/We, request you to include unique identifier AAIRHQWR in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC- ICIC0000007).</p> <p>Thanking you,</p> <p>(Vendor /customer/concessionaire)</p>
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 there in being followed. Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at successful Bidders 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
	9.1.1 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 that the Bidder considers himself entitled to an extension of the time limit.
	9.1.2 That the Successful Bidder produces evidence of the date of occurrence and the duration of the force majeure in inadequate manner by means of documents drawn up by responsible authorities.
	9.1.3 That the Successful Bidder proves that the said conditions have actually been interfered with the carrying out of the Contract.
	9.1.4 That the Successful Bidder proves that the delay occurred is not due to his own action or lack of action.
9.2	Apart from the extension of the time limit, force majeure does not entitle the successful bidder for any relaxation or to any compensation of damage or loss suffered.
10	Arbitration and Laws
10.1	Except where otherwise provided for in the contract, all questions and disputes relating to the meeting of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be settled 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. Provided that any dispute that remains unresolved shall

	be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, The venue of Arbitration shall be Gandhidham , India. The arbitration award 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.
10.2	Indian laws shall govern this contract.
11	Price :
11.1	The bidder shall confirm that quoted prices shall be firm and fixed and subject to no escalation whatsoever till the validity period of the tender.
11.2	The rates should include patent rights, if any
11.3	The contractor shall quote the rates very carefully in GeM Portal BID considering the scope of work. Quoted rates by the firm should include, the following cost components:
11.4	Total manpower of the contract cost per year (365 days) based on actual wages paid as per labour act by the firm per day per worker (should not be less than minimum wages rates applicable).
11.5	Total Cost of uniform sets & shoes as mentioned in above Para for each person.
11.6	Total Cost for provision of stationeries.
11.7	Profit and overhead charges.
11.8	PIC (AEP) and other charges.
11.9	As rates on GeM portal are inclusive of all Taxes, it is considered that price quoted shall be inclusive of EPF, ESI and Bonus and the same will not be reimbursed unless specified by GeM portal. ESI & EPF amount paid to the statutory authorities by the contractor shall be verified on basis of submission of documentary evidence i.e. copy of ECR with detailed statement of each manpower.
11.10	On revision of minimum wages by the Office of Regional Labor Commissioner (Central), the difference in minimum wages based on the actual payment of difference of wages will be paid to the contractor on submission of documentary evidence.
11.11	GST :-
	Price quoted shall be inclusive of cost of all taxes and duties applicable all applicable inland taxes in India such as, GST, Excise duty etc.
11.12	In case of Public Sector Undertakings (Govt. of India) and SSI, registered with NSIC under single point registration scheme entitled for purchase preference facilities under the existing policy of Govt. of India, necessary price break-up indicating clearly the value added content of the manufacturer must be indicated in the pricing schedule.
11.13	Extra payment shall be made for each workers if deployed on duty on 03 national holidays (i.e. 26th January, 15th August, 2nd October).
12	Validity of Tender :
12.1	The tender must remain valid for a minimum of 90 days from the last date of submission of tender closing of the tender.
13	Payment to the Contractor shall be made in the following manner:-

13.1	No mobilization advance shall be paid for any activity.
13.2	The payment shall be made on quarterly basis or monthly and after the successful completion of each Month/quarter. On certification of satisfactory service during the quarter/month for which the payment has been requisitioned from the maintenance in-charge AAI shall be a mandatory requirement for the release of the payment.
13.3	The proof of EPF & ESIC deposit must be submitted along with the quarterly or monthly bill. The bill will not be processed without the current documents of EPF & ESIC.
13.4	The 100 % of the charges minus the recoveries, if any, shall be paid after the successful completion of each quarter and on satisfactory performance certification from the Maintenance in-charge AAI.
13.5	Submitting Wage Muster Copy.
13.6	EPF /ESIC/ Professional Tax Challan copy along with details of PF / ESIC / Professional Tax contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challan submitted
14	Security Pass:
14.1	The persons deputed for the work by the contractor shall be issued with company I-card and obtain Airport Entry Passes (AEP) from Security Authorities at Kandla Airport. The contractor shall be responsible for misuse of any AEP and be liable for action by security agencies at the airport. "If Contractor or his authorized representative or his employed workers are found violating any of security regulations, suitable action shall be taken by AAI as per prevailing rules".
14.2	Contractor has to bear the expenditure of Airport Entry Passes (AEP) as applicable. In case of loss / renewal of AEP, the cost of making new passes shall be borne by the contractor.
14.3	All the persons under contract are required to perform duty as per requirement of ATS/OPERATION In-charge (8 Hrs. daily) and are eligible for one weekly off. A suitable substitute must be provided to accommodate weekly off. The persons shall be deployed for 365 days throughout the year.
14.4	The work sites lies in restricted / Operational area. The contractor shall apply in writing in advance for issue of necessary entry passes of workmen engaged by him. The office/airport premises is an essential service covered under the maintenance of essential service Act (ESSMA) and hence disruption of services rendered will be a statutory offence. The necessary police verification etc. as required for entry passes (AEP) will be the responsibility of the contractor.
15	All the persons under contract are required to attend the duty in neat and clean uniform. The uniform shall be provided by the contractor and no extra payments shall be made in this regard. The uniform shall consist of two pairs of two white aprons of good quality along with cotton socks-3 pairs & shoe one pair (standard quality) .
16	All the contract persons to be paid daily wages as per their categories (as for eg. Present rate which will be revised twice in year) along with P.F contribution, E.S.I.C contribution and bonus, failing which withheld their R/A Final Bill shall be made.

17	The contractor shall be responsible for the following :-
17.1	The successful Bidder or Contractor on acceptance of his Bid by AAI, shall sign the Contract Agreement within 10 days from the date of Award of the Work.
17.2	The Contract Agreement shall be executed on a non-judicial stamp paper (from Gujrat) of minimum value of Rs. 100/- and the cost of the same shall be borne by the Contractor.
17.3	The work shall commence from the 10 th day after the date on which the Kandla Airport Director or authorised person issues written orders to commence work. If the Contractor commits default in commencing the work as aforesaid, AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money (EMD) absolutely. Successful bidder shall complete within 10 days all Contractual formalities as detailed above in the Table of Contents
17.4	Firm has to submit Affidavit for minimum wage on prescribed format on Non Judicial Stamp Paper of Gujarat of minimum Rs.100/- within 30 days of commencement of work.
17.5	The payment to the persons to be paid through A/C payee Cheque/RTGS/ NEFT only and necessary document of payments of wages, pay slip, P.F, E.S.I.C and bonus must be submitted to this office time to time. Firm will also submit the required documents for EPF & ESIC.
17.6	The payment to the workmen has to be made on or before 7 th of every month.
17.7	The contractor has to maintain the wage register for his employees and has to be produced for verification of the AAI as and when required.
17.8	P.F. Contribution, ESIC, Bonus (6 Month part Bonus to be paid along with the wages of the 6 th Month and balance 6 Month Bonus will be paid along with the wages of the last month at the end of the contract) and difference in minimum wages shall be paid to the workers as per labour laws.
18	Safety measure & responsibilities:
18.1	It shall be the responsibility of the contractor that all necessary safety measures and precautions are invariably ensured while performance of the contract work and AAI shall not be responsible for any injuries /accidents suffered by contract labor.
18.2	The agency is required to provide First Aid Box (as per labor laws) with all accessories at suitable location during contract period.
18.3	Any incident / mishap of contractor's staff shall be the contractor's responsibility.
18.4	The proof of EPF & ESIC deposit must be submitted along with the quarterly or monthly bill. The bill will not be processed without the current documents of EPF & ESIC.
19	Miscellaneous
19.1	AAI reserves the right to change the quantity to be supplied to the extent to \pm 25% of the tendered quantity or part thereof, indicated in Professional Qualifications table, at the time of placement of purchase work order.

19.2	AAI reserves the right to place repeat order, within validity of contract period i.e. expiry of warranty as mentioned in contract , not exceeding 50% the quantity of the original order.
20	Security:-
20.1	The contractor and his employees shall abide by security regulation framed by AAI/ BCAS or Police Authorities. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work. The Contractor shall be fully responsible for the satisfactorily working of his staff.
20.2	<p>“If Contractor or his authorized representative or his employed workers are found violating any of security regulations, suitable action shall be taken by AAI as per prevailing rules”.</p> <p>All men and vehicles shall be permitted to enter the restricted / office area only on possession of the proper security entry passes (AEP). The contractor shall apply in writing in advance before commencement of work for issue of security entry passes and shall submit a list of personnel concerned with their addresses and contact number. The contractor shall ensure that his men are deployed only in those area where the security entry passes (AEP) issued is valid for. Passes shall be deposited back with o/o the ATM-In-Charge on demand and in any case immediately after completion of work. The contractor or his staff / workmen shall observe all the rules promulgated from time to time by the concerned authorities. Any person found violating the security rules laid down by the competent authority will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account.</p>
21	Guidance to Tenderer:
	<ul style="list-style-type: none"> ➤ Replacing the workman: The Manager (ATM)/ATS In-charge has full rights to instruct the agency of expel/ replace the person with the regular habit of taking unauthorized leaves frequently or continuously absent without proper justification, which may impact the morale of co-workers. The contractor is liable to replace the workman on the directives of AAI/M(ATM) in the following conditions: <ul style="list-style-type: none"> ➤ If the workman is not proficient enough to the requirement of the work. ➤ If the workman is misbehaving. ➤ If the workman is acting against the interest of AAI. ➤ If the workman is non-punctual or irregular. ➤ If the output of the workman is not to the expectation of AAI. ➤ The decision/ assessment of ATS-In-charge on this matter will be final and binding.
22	Benefits to Micro & Small Enterprises (MSEs): AS per Govt. of India and GeM Guidelines
23	Penalty Clause:
23.1	<p>Category -1: -</p> <ul style="list-style-type: none"> a) If agency fails to disburse the uniform within 1-month time of award of letter the penalty @ Rs. 1000/- per week shall be imposed for the delayed period. b) Recovery of Rs. 100/- per man per shift for non-Wearing of uniform on duty will be made (This shall be applicable after disbursement of uniform).
23.2	<p>Category -2:-</p> <p>The contractor is liable to make the arrangement of substitute against the absentee staff. At any time if it is found that some staff are absent and no substitute has been provided,</p>

	the following amounts shall be recovered from the monthly bill of the contractor.
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	1) Skilled (Paramedical Staff) : 1.25 times of daily minimum wages per day
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ACCEPTANCE LETTER

(To be submitted by bidder in Technical Bid)

To

Airport Director
Airports Authority of India
Kandla Airport
Anjar, Gujarat-370110

Sub: Un-conditional Acceptance of AAI's Quotation Conditions

Name of Work: -“Job Contract for “Deploying Paramedic Staff for conducting Breath Analyzer test at Kandla Airport”.

Dear Sir,

1. The tender document for the works mentioned above have been issued to 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, Kandla 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 quotation conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the quotation". I / we agree that the quotation 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

(Date with rubber Stamp)

(Signature of the Bidder with Rubber Stamp)

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:
Date:

To,
Airport Director
Airports Authority of India
Kandla Airport
Anjar, Gujarat-370110

Name of Work: -“Job Contract for “Deploying Paramedic Staff for conducting Breath Analyzer test at Kandla Airport”.

Dear Sirs,

1. In consideration of the Chairman, Airports Authority of India [hereinafter called “AAI”] having offered to accept the terms and conditions of the proposed agreement between and..... [here-in-after called “the said Contractor(s)”] for the works..... [here-in-after called “the said agreement”] vide Order no. Dated, having agreed to production of irrevocable Bank Guarantee for Rs..... (Rupees only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
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(s). 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..... (Rupeesonly).
3. We, the said bank further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) i n any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment. 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 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 Projection- charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) 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(s) 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(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor(s) 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. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).

6. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
7. This guarantee shall be valid upto 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 discharge

WITNESS

Dated this ----- day of ----- 2022 at -----

Signature -----

Signature -----

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

Official address -----

Name -----

Designation with Bank

Stamp

Attorney as per

Power of Attorney No. _____

Date. _____

Declaration-1 By The Contractor/Tenderer:-

(To be submitted by the bidder in Technical Bid)

I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default services rendered to Airports Authority of India

In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the purchaser.

Signature of Tenderer : _____
Name : _____
Date : _____
Seal :_
E-mail address :_

Declaration-2 By The Contractor/Tenderer:-

(To be submitted by the bidder in Technical Bid)

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 of Tenderer: _____
Name : _____
Date : _____
Seal :_
E-mail address :_

Declaration-3 By The Contractor/Tenderer:-

(To be submitted by the bidder in Technical Bid)

I/We hereby declare that no part of the scope of work mentioned in tender shall be sublet or outsourced to any third party.

Signature of Tenderer: _____
Name : _____
Date : _____
Seal : _
E-mail address : _

**PROFORMA FOR EARNEST MONEY DECLARATION
(To be submitted on contractor's letterhead)**

(To be submitted by the bidder in Technical bid)

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)

AGREEMENT (On INR 100/- Non-Judicial Stamp Paper)

For Job Contract for “Deploying Paramedic Staff for conducting Breath Analyzer test at Kandla Airport”

**(Tender ID)
Between**

Airport Director, Airports Authority of India, Kandla Airport, Anjar- 370110

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 Airport Director, Authority of India having its office at Kandla Airport, Anjar 370110 (hereinafter called the “AAI”), the expressions “Contractor” and “AAI” shall mean their successors, legal representatives or assigns, for the **“Job Contract for “Deploying Paramedic Staff for conducting Breath Analyzer test at Kandla Airport”**

WITNESSETH,

WHEREAS, AAI invited offers for **Job Contract for “Deploying Paramedic Staff for conducting Breath Analyzer test at Kandla Airport”**

WHEREAS, the Contractor has offered **Job Contract for “Deploying Paramedic Staff for conducting Breath Analyzer test at Kandla Airport”** 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 “Deploying Paramedic Staff for conducting Breath Analyzer test at Kandla Airport”**) comprised in Volumes- (Numbers), including Drawings and Maps supplied by AAI.
- 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 Contractor.

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. Detailed itemized cost of the spares list, training program, syllabi for (Name of Equipment's), clarification on data sharing between AAI, Kandla Airport, Anjar 370110 and offered by the Contractor vide his letter dated (Date).
9. Reference of LOI/Purchase order issued/acceptance of bidder for and on behalf of Contractor for and on behalf of Chairman, AAI.

For and on behalf of Contractor

For and on behalf of Chairman, AAI

Signature
Name of the Executive
Designation

Name of the Executive
Designation

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

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

AFFIDAVIT

(To be submitted by the bidder in Technical Bid)

(To be executed in Minimum Rs. 100/- Non judicial stamp paper 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)

**UNDERTAKING TO BE SUBMITTED BY AGENCIES
UNDER PUBLIC PROCUREMENT POLICY FOR MAKE IN INDIA
(on company's letter head)**

(To be submitted in Technical Bid)

Name of work: / Job Contract for "Deploying Un-skilled manpower for assisting CNS/AS/IT Units at Kandla Airport"

Name of Contractor/Firm:

I / we have applied for above bid for the work of "/ Job Contract for "Deploying Un-skilled manpower for assisting CNS/AS/IT Units at Kandla Airport" and hereby undertake that:-

- I / we have gone through the "**Make in India Policy**" of Government of India and have understood the provisions available in the policy.
- I / we have quoted the make in India local content not less than 50% of the total quoted amount as per BOQ.

Signature of Contract:
(with rubber stamp)

Date:

Annexure-X

Undertaking for GST (on company's letter head)
(To be submitted by L-1 bidder before award of work on his letterhead)

Name of work: Job Contract for "Deploying Paramedic Staff for conducting Breath Analyzer test at Kandla Airport"

1. I/we.....hereby by undertake that I/we are registered under GST
vide registration no..... and compliant of GST provision.

2. In the case of non-compliance of GST provision and blockage of any input credit, I/we
shall be responsible to indemnify AAI.

That all input credits have been passed on to AAI by the bidder.

Place:

Date:

Signature with stamp
Authorized Signatory of the contractor