

AAI/ER/CNS/Data Entry Operator/2019-20

TENDER FEE: Rs. 560/- [Including GST]

**AIRPORTS AUTHORITY OF INDIA
NSCBI AIRPORT
KOLKATA-700052**



E-TENDER DOCUMENT

TENDER Ref No: AAI/ER/CNS/Data Entry Operator/2019-20

Tender ID: 2019_AAI_37775_1

TITLE : "Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Despatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata."

Contract Period: One year from date of award of work and may be extendable for another one year subject to requirement and satisfied performance of the Contractor.

Prepared by:

Recommended by:

Approved by

AM(CNS-ER)

Dy. General Manager(CNS-ER)

General Manager(CNS-ER)

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Name of the Work : “Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Despatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata.”

Important Dates:

Sl. No	Schedule of Important Activities	Date & Time
01	Start Date of download/ Sale of Tender	10.12.2019 from 13:00 Hrs.
02	End Date of Download/Sale of Tender	24.12.2019 at 18:00 Hrs.
03	Start Date for clarification	10.12.2019 from 14:00 Hrs.
04	End Date of Clarification	18.12.2019 at 18:00 Hrs.
05	Last Date of submission of Bid	26.12.2019 at 16:00 Hrs.
06	Last Date & Time to submit (Physically) DD against EMD and Tender Fee	27.12.2019 at 14:00 Hrs.
07	Bid Opening Date	27.12.2019 at 16:00 Hrs.
08	Date of Opening of PQQ/Technical Bids	To be intimated later on
09	Date of Opening of Financial Bids	To be intimated later on

a) Estimated Cost for the work: Rs. 6,71,314.00 (Excluding GST, PF,ESI and Bonus)

b) Earnest Money Deposit (EMD): Rs.13,426.00

SECTION- 1
NOTICE INVITING TENDER

1. Airports Authority of India invites sealed tenders from the OEM, Authorized Service Providers /Channel partner of the respective OEM for the work of **“Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Despatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata”** to the tender document with detailed Technical Specifications & Quantity given in Annexure-IX. Tender Specific Authorization from OEM of products offered in the bids shall be submitted by the bidders.
2. **Estimated cost of the purchase / work & the EMD are as given below.**

S. no.	Name of the Work	Estimated Cost in INR	EMD in INR (2% of total estimated cost)	Tender Submission Date	Cost of tender fee in INR (Inclusive of Taxes)
1.	A. “Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt /Despatch of all letters update record of postage usage at ACS Berhampur & Katihar (for One year from date of award of work : Rs. 4,08,314/-) B. Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata (for One year from date of award of work : Rs. 2,63,000/-)	Rs. 6,71,314.00 (Excluding GST, PF,ESI and Bonus)	Rs. 13,426/-	26.12.2019	Rs. 560/-

3. This tender is invited through the electronic tendering process and can be downloaded from the **Central Public Procurement Portal (CPPP)** <http://etenders.gov.in>. A copy of the tender is also available on AAI website www.aai.aero. Please note that the submission of the tender is only through the **Central Public Procurement Portal** <http://etenders.gov.in> . **The tenders will not be accepted in any other form.** Further it may be noted that tenders which are duly submitted on e-tender portal (CPPP) shall only be final and tenders just saved without submission will not be available to the evaluation purpose. Bidders are requested to go through FAQ and help files available in the portal (CPPP). In case of any difficulty, bidders may contact the help desk numbers and emails ID provided in the CPP Portal.
4. a) **Tender fee (Rs. 560.00) will be required to be paid offline by Demand Draft drawn in favour of Airports Authority of India, payable at Kolkata on or before last date of submission of bid and shall be submitted to O/o GM (CNS-ER), AAI, Kolkata.**
b) **EMD (13,426.00) will be required to be paid offline by Demand Draft drawn in favour of**

Airports Authority of India, payable at Kolkata on or before last date of submission of bid and shall be submitted to O/O GM (CNS-ER), AAI, Kolkata.

O/o General Manager (CNS-ER)
Airports Authority of India
New Operational Building
NSCBI Airport, Kolkata-700052

5. Last date for the on line submission of e-bid is as per Scheduled Date mentioned in schedule of important activities. Following sealed e envelopes shall be through online submission at e-portal by the bidder.
- **Stage - I (Cover 1)- Tender Fee , EMD (Scanned Copy of DDs) and Integrity Pact (Annexure- VIII) for on line e-Tendering.**
 - **Stage – II (Cover 2) - The Eligibility (PQQ) e-Bid through e-portal.**
 - **Stage – III (Cover 3)- The Technical e-Bid through e-portal.**
 - **Stage – IV (Cover 4)- The Financial e-Bid through e-portal.**
6. Clarification needed if any may be sent through CPP e-tendering portal only.

CPPP under GePNIC, Help Desk Services :

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002

a. Note- 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. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority. Tel: 0120-4200462, 0120-4001002. Mobile: +91 8826246593 E-Mail: support-eproc@nic.in

2. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail: cppp-doe@nic.in

3. For any Issues / Clarifications relating to the publishing and submission of AAI tender(s) a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP). b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.

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

5. In case of any issues faced, the escalation matrix is as mentioned below:

Sl. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings

1.	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (Six Lines)	0800-2000 Hrs (MON_SAT)
2.	Jr.Exe.(IT)	After 4 Hours of Issue	sanjeevkumar@aai.aero	011-24632950, Ext-3505	0930-1800 Hrs (Mon-FRI)
3.	AGM (IT)	After 12 Hours	snita@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs (MON-FRI)
4.	Jt. General Manager(IT)	After 24 Hours	ykkaushik@aai.aero	011-24651507	0930-1800 Hrs (MON-FRI)
5.	General Manager (IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs (MON-FRI)

General Manager (CNS-ER)

SECTION - II
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS

- 1.1 "AAI / The Buyer" means the "Airports Authority of India".
- 1.2 "The Bidder / Vendor" means the individual or firm who participates in this tender and submits its bid.
- 1.3 "Project Manager, AAI" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.
- 1.4 "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- 1.5 "The Works Order" means the order placed for the Supply, Installation, Testing & Commissioning of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6 "The Purchase Order / Supply Order" means the order placed for the supply of items by the Buyer on the Supplier signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.7 "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order.
- 1.8 "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance/completion of its contractual obligations.
- 1.9 "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or intentional errors have been committed in the Bid.
- 1.10 "Availability" shall mean the time for which the services and facilities are available for conducting operations from the equipment hosted in the Airports in Eastern Region.
- 1.11 "Downtime" is the time the services and facilities are not available and excludes the scheduled outages planned in advance.
- 1.12 "Help-desk Support" shall mean the 24x7x365 which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- 1.13 "Incident" refers to any event / abnormalities in the functioning of Equipment / Services that may lead to disruption in normal operations.
- 1.14 "Service Window" shall mean the duration for which the facilities and services shall be available. Service window in this case shall be 24x7x365.
- 1.15 "Scheduled Down Time" means any time when services are unavailable because of urgent maintenance activities and any other scheduled maintenance or update activities that may or may not be periodic, and that may be notified to Airports Authority of India at least 72 hours in advance.

1. ELIGIBILITY CRITERIA BID

Tender fee and EMD to be paid through Demand Draft drawn in favour of Airports

Authority of India, payable at Kolkata. Scanned copy of the Demand Drafts to be uploaded along with Pre contract Integrity Pact (**Annexure- VIII**) (**duly signed**) as **Stage-I (Cover 1)**

Following Documents are mandatorily required with **Stage-I (Cover 1)** without which the **Tender offer will be summarily rejected.**

- a. Copy of DD for Tender Fee
- b. Copy of DD for EMD
- c. Pre contract Integrity Pact (Duly Signed)

Eligibility for participation in the tender – The Eligibility Bid (PQQ Stage-II, Cover-2) shall be submitted online on the e-tender portal. All supporting documents shall be scanned and uploaded for scrutiny by the evaluation team.

Following Documents shall be submitted in this regard.

- 2.1** The cost of the **Tender Fee and EMD shall be paid offline through Demand Draft drawn in favour of Airports Authority of India, payable at Kolkata and the original** should be posted /courier/**given in person** to the concerned official, so as to reach latest by last date and time of bid submission.

The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened due to virus, during tender opening, the bid is liable to be rejected.

- 2.2 GST & PAN** Registration number, ITR for last three F.Y.

- 2.3 Annualized Average Financial Turn Over:** Vendor should have annualized average financial turnover of at least INR 2,01,394.00 or equivalent during last 3 years ending 31st March of previous financial year. As a proof of financial turn over, copy of abridged Balance Sheet along with profit & loss account of the bidder for the last three year should be submitted.

- 2.4 Proof of Execution of Works:** Vendor should have successfully completed similar work(s) confirming to anyone of the three criteria (a to c) listed below for Hiring of Man Power for Various official work during last seven years ending on 31.07.2019.

a) One Order of value more than or equivalent to 80% (Rs. 5,37,051.00) of the estimated cost.

OR

b) Two Orders, each of value more than or equivalent to 50% (Rs. 3,35,657.00) of the estimated cost.

OR

c) Three Orders, each of value more than or equivalent to 40% (Rs. 2,68,526.00) of the estimated cost.

Bidder shall submit copies of relevant purchase order (s) as proof of experience of work (s) in support of Experience claimed by him. Bidder shall also submit TDS Certificate for the cost of work done in case the submitted Work Order/Certificate not issued by

2.5 Proof of satisfactory service for the above works from the end-user (for the same work) shall be attached. Certification of satisfaction with complete details of work carried out shall be submitted by the bidder clearly indicate the following:

- a) Name & Scope of work**
- b) Contract value**
- C) Date of completion of work**
- d) Certificate that the work carried out satisfactorily.**

2.6 Power of Attorney (POA) authorizing the designated executive to sign all documents on behalf of the company as per **Annexure-II**.

2.7 Unconditional Acceptance of all tender conditions in the format enclosed as **Annexure-I** of the tender document and duly filled & signed Checklist as per **Annexure-VII**.

2.10 No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids. Such bids shall be summarily rejected. Bidder firm shall submit an undertaking stating the same.

2.11 Any firm who wishes to sublet or outsource to any third party, then it shall bring to notice of AAI in submittals to this bid itself. AAI may or may not agree or accept such intentions / proposals of out-sourcing or subletting of scope of work in the tender.

2.12 List of documents to be attached with the Eligibility Bid (**PQQ Folder: Cover 2**)

Sl. No.	Eligibility Bid e-Documents (PDF)	e-File: Named As
A.	GST, PAN Registration, ITR	GST/PAN/ITR-Name of Firm/Company
B.	Annualized Average Financial Turnover (Audited Balance Sheet during last three years ending 31 st March,2019)	ABS-2017, ABS-2018 & ABS-2019
C.	Proof of Execution of Works claimed: (PO/Work Order issued by customer)	Execution PO-01 Execution PO-02 Execution PO-03
D.	Proof of Satisfactory Completion (Completion Certificate issued by the customer) with complete details of works claimed	CC-01, CC-02 & CC-03
E.	Power of Attorney (In case of Signatory is other than Director of a Company or Proprietor/Partner of the Firm) as per Annexure-II.	POA
F.	Letter for Un-conditional Acceptance of Terms & Conditions of tender as per Annexure-I	Acceptance Letter
G.	Registration Certificate of PF & ESI	PF & ESI Registration Certificate
H.	Undertaking: Not Blacklist/No Alternative Bids/ Outsourcing/Replacement/Complete Responsibility etc. as per Annexure-VI.	Undertaking
I.	Details of Vender Firm/Company: Format enclosed as per Annexure-VIII (A &B) of the tender document	Vender Details
J.	Performa for Checklist as per Annexure-VII.	Checklist

Eligibility for technical evaluation – The Technical Bid evaluation documents shall be submitted online in the e-tender portal **(Cover 3)**. All supporting documents shall be scanned and uploaded for scrutiny by the evaluation team.

Following documents are to be submitted as part of the Technical Bid of Tender Document.

2.13 Duly Filled Compliance Statement for the Specification as per **Annexure-IX**.

2.14 Bidder must attach all necessary and required supporting brochures/ literatures.

2.15 Detailed Bill of Quantity (BOQ) for items as per Annexure-X.

S No.	Technical Bid e-Documents (PDF)	e-File :Named As
B	Duly Filled Compliance Statement as per Annexure –IX with supporting documents/literature.	Compliance-Statement
D	Digitally signed e-Tender Document	e-NIT

3. COST OF BIDDING

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

B. BID DOCUMENTS

4. BID DOCUMENTS

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

5. AMENDMENTS TO BID DOCUMENTS

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

5.2 The amendments shall be notified on the website <http://etenders.gov.in>, as corrigendum and bidder shall regularly visit this website, as these amendments are binding on them.

C. PREPARATION OF BIDS

6. DOCUMENTS COMPRISING THE BID

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

6.1.1 Off line Payment of tender fee & EMD for participating in E-Tender (Scan copy of DD to be submitted online)

6.1.2 Eligibility Bid for **“Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Despatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata”** consisting of the following documents.

- All the relevant documents as asked for Eligibility for issue of tender
- EMD in accordance with Clause 4 under Section I of the tender.

6.1.3 Technical Bid for provision of **“Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Despatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata”** consisting of the following documents.

- Technical Bid Form.
- Documentary evidence established in accordance with Clause 2 and Clause 8 of this section that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted,
- Earnest Money Deposit in accordance with Clause 6 of Section–III.
- Compliance Statement as per Clause 8.1.2

Note: Document related to **Financial Bid** should not be submitted with **Technical bid**. In case the same are found in Technical Bid, the bid is liable for **outright reject**.

6.1.4 **Financial Bid for provision of “Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Despatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata”** consisting of the following documents and filled as per clause 7.

- Financial **Bid Form:** (To be filled up Online)

7. BID PRICES

7.1 The bidder shall fill the price schedule as follows:

7.1.1 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The Financial Bid shows the Bill of Material (BOM) for all items with scheduled quantities. Bidders are required to download the **BOQ File**, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. It may be noted that only duly submitted bids shall be evaluated and bids just saved but not submitted shall not be part of the evaluation process.

7.1.2 **The Quoted Unit Rate shall be inclusive of all charges except GST, PF, ESI and Bonus. GST will be paid extra as applicable. The ESI, PF amount paid to the statutory authority by the contractor shall be reimbursed on actual basis on submission of documentary evidence. The ESI, EPF and Bonus have to be paid by the agency as per the prevailing rules of Central Govt. (CLC).**

7.1.3 In the event of any errors or Ambiguity in Unit Rates itself the Price Bid of the Vendor shall be rejected.

7.1.4 The bidder shall quote as per price schedule given for all the items.

8. DOCUMENTS ESTABLISHING ITEMS CONFORMITY TO BID DOCUMENTS

- 8.1 Pursuant to **Clause 6**, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all Items and services, which he proposes to supply under the Contract. Submission shall be as follows:
- 8.1.1 The documentary evidence of the Items and services in conformity to the Bid Documents shall be in the form of literature, drawings and data that the Bidder shall furnish. These shall be attached as Annexure to the Compliance Statement as per Clause 8.1.2 below.
- 8.1.2 **Compliance Statement in Annexure-IX .**
Compliance Statement shall be one of the two statements viz. “Complied or “Not Complied”. No other remark or comment will be accepted. Compliance statement shall be signed by the vendor on each page and complete in all respect.
- 8.1.3 Bidder must attach required technical brochures/literatures/data sheets for all the products asked in the tender to ensure that compliance to all the specifications given in the tender document can be verified. Non-availability of specifications (as mentioned in the tender document) in the literature will be treated as non-compliance and no clarifications shall be asked in this regard. If bidder fails to submit the required literatures along with the tender document, it shall be treated as non-compliance and may lead to outright rejection of bid submitted by bidder.

9 PERIOD OF VALIDITY OF TENDER (BID)

- 9.1 The tender (Bid) shall remain valid for a **minimum of 180 days** from the last date of submission of tender. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of AAI. In case of the bidder revoking or cancelling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.
- 9.2 If there is any delay in finalization due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to be finalized. However, the tender process shall not be vitiated if any tenderer declines to extend the offer as requested for.

10. FORMATS AND SIGNING OF BID

- 10.1 The electronic Bids shall be digitally signed by the duly authorized representative of the bidder at e-tendering portal binding the bidder to the contract. Written power-of-attorney in favour of the person authorized to sign the bid electronically shall be submitted in this regard at the e-tender portal. The e-bid submitted shall be in properly readable form and encrypted as per e-tendering portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions shall not be considered. Any such bids received with vendor terms and conditions shall be liable for rejection.
- 10.2 The bid shall not contain any interline insertions, erasers or overwriting. Any correction if necessary shall be made by scoring out the incorrect figures/words and shall be signed (physically for scanned documents / electronically otherwise) by the person or persons signing the bid.

D. SUBMISSION OF BID DOCUMENTS

11. DIGITALLY SIGNING AND ENCRYPTION OF BID

- 11.1 Bidders shall digitally sign & encrypt their bids and upload the bids with all documents on-line at e-Tendering portal.
- 11.2 Bids which are not digitally signed, encrypted or “Not Duly SUBMITTED” shall not be accepted and such bids shall be liable to be rejected.

12. SUBMISSION OF BIDS

- 12.1 The buyer shall receive the bids on line through CPP e-portal only. The e-tender portal shall automatically stop accepting bids at the schedule date and time specified in the NIT. Partially submitted bids shall be treated as invalid and shall not be processed. Bidders are advised to upload and submit their bids timely in view of the electronic process so as to avoid last minute issues.
- 12.2 The Buyer may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 5 in which case all rights and obligations of the Buyer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 12.3 Bidder shall submit his bid offer on-line at CPP e-tender portal only in the digitally bid documents downloaded by him from e-portal. No separate documents shall be acceptable. Only relevant attachments, if any other than the tender document, shall be listed out for reference.

13. LATE BIDS

- 13.1 The system shall not permit uploading / submission of any bids / document after the schedule date and time of submission of the bid document.

14. CORRECTIONS / MODIFICATIONS AND WITHDRAWAL OF BIDS

- 14.1 The bidder may correct, modify or withdraw his bid after submission but prior to the scheduled date and time of submission of the bids. No correction, modification or withdrawal is permitted after the scheduled date and time of submission of the bids.
- 14.2 Subject to Clause 16, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

15. OPENING OF BIDS:

- 15.1 The Buyer shall open Eligibility, Technical and Financial Bids on-line through e-tendering portal at per schedule. The bidders may monitor the bid opening event on-line. They may even depute an authorized representative to witness the event if they so desire.
- 15.2 Representative whose bid is not opened cannot monitor or witness the bid opening event.

16. CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS

- 16.1 To assist in the examination, evaluation and comparison of bids the Buyer may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response thereof shall be in writing. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.
- 16.2 It may be noted that the enquiries / clarifications shall be entertained only through

CPP E-Tendering Portal. All such queries received as per the scheduled date and time provided for queries / clarifications shall be responded / replied within 24 hours of the schedule given for receipt of queries in the NIT / tender. The reply shall be uploaded on the e-tendering portal. No verbal / telephonic enquiry shall be entertained during the tender process.

17. EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TECHNICAL BIDS:

17.1 Eligibility Evaluation:

The general eligibility criteria shall be evaluated during preliminary stage and the vendors who have not submitted requisite documents may be asked and at the sole discretion of AAI through CPP e-tendering portal to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered further for detailed evaluation. However, such discretion shall be applied uniformly to all bidders depending upon the tender response.

17.2 Technical Evaluation:

- 17.2.1 All mandatory requirements in the technical compliance statement shall be complied and any non-compliance will result in outright rejection of the bid.
- 17.2.2 The technical bids shall be evaluated under detailed evaluation stage and the bidders who have not submitted requisite documents shall be asked in writing to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered further for detailed evaluation.
- 17.2.3 The objective of the evaluation is to select a bidder that can provide the desired service with maximum efficiency and quality and can respond to the requirements of AAI in terms of volume of operations and type of services required.
- 17.2.4 AAI may seek performance report on a vendor for other clients whose references are given in the tender. An adverse report from a client shall make the vendor technically unfit leading to his rejection. The process of seeking performance report shall be kept confidential so that the vendor is not able to influence the process.
- 17.2.5 The technical bids with deviations shall be liable for rejection in the event of the reasons and justifications provided by bidder is not satisfactory.
- 17.2.6 Only those successful at Technical Bid Evaluation stage will be considered for Financial Bid evaluation.

18. OPENING OF THE FINANCIAL BIDS:

- 18.1 Financial Bids of those vendors who qualify technically shall be opened electronically at E-tender portal. Time and date of opening shall be notified through e-tendering portal.
- 18.2 The bidder shall issue authority letters to their representatives to attend the opening of financial bids if desired to be present at AAI premise.

19 CONTACTING THE BUYER

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

contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

20 AWARD OF CONTRACT

- 20.1 The acceptance of the tender will be intimated to the successful bidder by AAI, either by e- mail or fax.
- 20.2 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.

21 RIGHT TO ACCEPT OR REJECT THE TENDERS

- 21.1 The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to it-self the authority to reject any or all the tenders received without assigning any reason whatsoever.
- 21.2 Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- 21.3 The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
- 21.4 Pursuant to Clause 21.3 the documentation submitted by bidder shall not be returned unless the bidder explicitly states this request at the time of submission of the tender. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any costs incurred in the preparation and submission of any tender.
- 21.5 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.
- 21.6 Tenders that are not accompanied with **Earnest Money Deposit (EMD)** shall be **rejected outright.**
- 21.7 Should a bidder have a relation or relations employed in AAI in the capacity of an officer, the authority inviting tender, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAI has / have tried to influence the tender proceedings then AAI at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.
- 21.8 The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalents to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.
- 21.9 Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers / clarifications may be liable for action as per clause 19 above.

22 ISSUE OF WORK ORDER

- 22.1 The work order of the tender will be intimated to the successful bidder by AAI, either by e- mail or fax.
- 22.2 The issue of a Works Order / Purchase Order shall constitute the intention of Buyer

- to enter into the contract with the bidder.
- 22.3 Acceptance of the Works order / Purchase Order will be deemed as effective from the date of issue of Works Order / Purchase Order. All formalities of submission of the Contract Performance Bank Guarantee (within 15 days) in pursuant to clause 7 of section-III of NIT and signing of the contract agreement shall be completed within 15 days of the Work Order.
- 22.4 AAI shall be the sole judge in the matter of award of contract and decision of AAI shall be final and binding.

23 SIGNING OF CONTRACT:

- 23.1 The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. The signing of the Contract shall be completed within 15 days of the acceptance of the Works Order / Purchase Order.
- 23.2 Apart from the Contract the bidder awarded the contract will also have to enter into an agreement in the format attached at Annexure-V.

24 ANNULMENT OF AWARD

Failure of the successful bidder to comply with the requirement of Clause 23 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

25 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 not permissible.

26 CONTRACT MONITORING

- 26.1 The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract
- 26.2 First such meeting shall be held within one week of award of the contract. The date and time of such meeting shall be intimated to the contractor / supplier by mail or fax .The date and time of subsequent meetings shall be decided and recorded in previous meetings.
- 26.3 The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both AAI and the contractor. Project review meetings shall be with reference to mile stones and contract performance analysis.
- 26.4 Buyer shall communicate the readiness of the site(s) as per format as & when the buyer is ready with the installation plans.

SECTION – III
GENERAL TERMS & CONDITIONS OF THE CONTRACT

PART – A

1. Purpose & Scope

- 1.1. This document sets out the terms & conditions be met in connection with the provision of **“Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata”** to AAI for the work as per details given in the notice inviting Tender with compliance in Annexure- IX

2. Scope of Work liability of vendor

- 2.1 Scope of the works to be covered under **“Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata”** as per the tender terms and conditions.

3. Compliance

- 3.1 The unconditional acceptance of all the terms & conditions of the NIT has to be submitted through a letter. The format of the letter is attached at **Annexure-I**.
- 3.2 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) to the tender document.
- 3.3 The compliance to the terms & conditions should be supported by authenticated documentation wherever required.
- 3.4 The submission of unconditional acceptance as described above is essential for the tender evaluation.
- 3.5 **Language and Currency**

The bidder shall quote the rates in **English language** and **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 for under this contract will be English. The bidders should quote only in **Indian Rupees** and the bids in currencies other than Indian rupees shall not be accepted.

4. Standard Conditions.

- 4.1 Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 4.2 For the purpose of the tender, the metric system of units shall be used.
- 4.3 All entries in the tender shall either be typed or be in ink. Erasers shall render such

tenders liable to summarily rejection. The bidder shall duly attest all corrections, cancellation and insertions.

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

4.5 In case of any ambiguity between details given in NIT and Tender, details given in Tender shall be considered as correct.

4.6 Bill of Quantity: Details of items are given in the Bill of Material as Annexure-X.

6. Earnest Money

6.1 The Earnest Money Deposit (EMD) shall be submitted in the form of DD to the address as mentioned in clause 4 of Section-I.

6.2 The EMD of the technically unsuccessful bidders shall be discharged / returned after the completion of the technical evaluation process.

6.3 The EMD of the unsuccessful bidders other than the lowest three bids shall be discharged/ returned promptly, after evaluation of financial bids.

6.4 The EMD of the unsuccessful bidders other than the lowest bidder shall be returned as soon as the work is awarded.

6.5 The EMD of the successful bidder will be returned after the bidder provides the performance guarantee, as required in para 6 of this section of the tender document.

6.6 The EMD amount shall be forfeited in the following events.

6.6.1 If the successful bidder fails to enter into a contract with AAI within 15 calendar days after the receipt of the purchase order / work order as specified under clause 23.1 of section-II.

6.6.2 If the successful bidder fails to submit the performance bank guarantee as stipulated in clause 7 of section-III with AAI within 15 calendar days after the receipt of the purchase order/ work order.

6.6.3 In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms as per letter in Annexure -I.

6.6.4 No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.

7. Performance Bank Guarantee (PBG).

7.1. The successful bidder shall submit an unqualified Contract performance guarantee (in lieu of Contract Performance security) of the value equivalent to 10% (ten percent) of the total price to AAI in the form of an irrevocable and unconditional bank guarantee on scheduled commercial bank as per Performa attached as Annexure-III. The guarantee shall be submitted within 15 calendar days of the issue of letter of acceptance of his bid, and will be valid till 90 days after the end of the period of support/warranty. In case successful bidder fails to submit the PBG within stipulated period, interest @ 12% p.a. on performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from EMD or First running Bill. In case, successful bidder fails to submit performance bank guarantee within 60 days, AAI reserve the right to forfeit EMD and cancel the order.

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

be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:

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

8. **Correspondence**

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

9. **Settlement of Disputes – Dispute resolution Mechanism**

9.1 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 the completion of the Works 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 RED (E. Region), AAI. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism.

9.2 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 Dispute Resolution Mechanism or in an Arbitral Award.

10. **Arbitration and Law.**

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

10.2 Indian laws shall govern this contract.

11. **TERMINATION FOR DEFAULT**

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

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

11.3. 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.

11.4. As a penalty to the Contractor the AAI shall en-cash Contract Performance Bank Guarantee.

12. 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

13. SET OFF

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

14. Micro & Small Enterprises (MSEs) & Bidders registered with NSIC

14.1. Concessions to Small Scale Industries (SSI) Units :

14.2. Exemption from paying tender fees & Earnest Money Deposit

Micro and Small Enterprises (MSEs) – registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small & Medium Enterprises as MSMED Act, 2006, for goods produced and services rendered – shall be issued Tender Documents free of cost and shall be exempted from paying Earnest Money Deposit (EMD).

14.3. Price Preference:

Further, in tender, participating MSEs quoting price within the price band of L1 + 15 percent, shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price, in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro & Small Enterprises shall be allowed to supply at least 25 percent of total tendered value. In case of more than one such MSEs, the supply will be shared proportionately (to tendered quantity). Further, out of 25%, 5% (20% of 25%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case non – availability of MSEs owned by SC / ST entrepreneurs.

Further, 3% from within the 25% shall be from MSEs owned by women.

In case of tender item is non-split able or non-dividable, etc. MSE quoting price within price band L1 +15% may be awarded for full / complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE”

Note:

This benefit above to:

- (A) MSEs shall be available only for goods / services produced and provided and MSEs for which they are registered.

- (B) MSEs seeking exemption and benefits should enclose an attested / self-certified copy of **Valid Registration Certificate**, giving details of such validity, stores / services etc., failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

14.4. Bidders registered with NSIC

Based on the guidelines issued by National Small Industries Commission (NSIC) regarding concessions for Small Scale Industrial Units registered with NSIC under single point registration scheme, concessions are available to the bidders registered under NSIC.

The accepting authority reserves the right to allow to the public enterprises and Indian Small-Scale Industries (SSI) registered with NSIC under single point registration scheme purchase preference facilities as admissible under the existing policy of Govt. of India prevalent on the date of acceptance of tender.

In case a tenderer is eligible for any concession / exemption under this clause, documentary proof to this effect must be enclosed. It may be noted that submission, if any, of reference(s) of Govt. notification(s) pertaining to concessions / exemptions must be supported by copy(s) of such notification(s)

The following procedure is adopted for the bidders registered with NSIC:

- i. Bidder shall pay tender fee and download tender.
- ii. Tender fee paid by the NSIC registered bidder shall be refunded offline by the bid manager.
- iii. During bid evaluation EMD exemption shall be granted to the NSIC registered firm.
- iv. In case NSIC registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected and tender fee shall not be refunded.
- v. For NSIC registered bidders, EMD is also exempted. However they have to follow the e-Tender process.

15. NSIC Registered Bidders shall use the tab of “Bank Guarantee”.

NSIC registered bidders shall use the tab of “Bank Guarantee” and upload the Copy of their self-attested and stamped copy of their NSIC registration certificate, which will be verified at the time of PQQ evaluation. In case, of any violation from the government guidelines for NSIC Registered Bidders is found, the bid will be summarily rejected.

16. INTEGRITY PACT (IP)

Signing of Integrity Pact (**Annexure- VIII**) is mandatory for every bidder participating in this tender and the contractor who is awarded the work. The Pact signed on each page by the person authorized by bidder/sub-contractor/associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder shall be submitted by the bidder in Envelop-A along with EMD and be enclosed with the agreement by the contractee.

IP shall be signed on plain papers, which is pre-signed by tender issuing authority/contract signing authority.

All sub-contractors/associates whose contribution in the project is Rs. 0.50 Crores (Rupees Zero point Five Crores) or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidder shall inform their sub-contractors/associates accordingly.

The Independent External Monitor (IEM) for this work shall be Sh. J.K. Khanna, IPS (Retd.), (Mob. 9810940403). All correspondences to him regarding implementation of Integrity Pact, shall be addressed to Sh. J.K. Khanna, IPS (Retd.) C/o Chairman, Airports Authority of India, Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110003. E-mail id of IEM is jkkhannaips@yahoo.com.

A person signing IP shall not approach the courts while representing the matters to IEMs and he /she will await their decision in the matter.

Integrity Pact in downloadable format is available on the AAI's website:
<http://infosaarthee/pages/infosaarthee.aspx>.

Integrity Pact Programme guidelines may be perused on AAI's website:
<http://infosaarthee/pages/infosaarthee.aspx>.

Consignee

The ordered equipment/items shall be delivered to the consignee.

Consignee details

**General Manager (CNS)/ER,
Airports Authority of India
NSCBI Airport, Kolkata
Kolkata – 700 052
Fax: 033-25117955
Tel. Phone: 033-39874786**

SECTION - IV

SPECIAL CONDITIONS OF THE CONTRACT

1. Man power at Customer location :

“Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Despatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata”.

Contract Period: One year from date of award of work and may be extendable for another one year subject to requirement and satisfied performance of the Contractor.

Required Man power: For Berhampur - One (1), Katihar – One (1) and for Kolkata – One (1)

2. Scope of work:

- i) “Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata.”
- ii) The person has to be present in all working days including holidays if required. The ESI, PF amount paid to the statutory authority by the contractor shall be reimbursed on actual basis on submission of documentary evidence. The ESI, PF and Bonus have to be paid by the agency as per the prevailing rules. Agency has to **quote the rate excluding of ESI, PF, Bonus and GST.** (The agency has to quote the rate in conformity with Technical specification of the item)

Measurement : The measurement will be made on per person per month basis.

Rate : The rate payable is 1 + 1 + 1 = 3 persons per month basis as per daily wages basis

Payment to worker : The Data Entry/Computer Operator to be paid wages by crediting the wages in their respective bank accounts through ECS after obtaining authorization from the contract workers and minimum Daily wages rate as per order of CLC, Ministry of Labour & Employment to be paid to the Data entry/Computer Operator per person per day & PF, ESI, Bonus has to be paid by the agency as per the rules. If Wages/DA is increased then Enhanced DA shall be paid to all the engaged person accordingly by the agency as per CLC Order.

The Contractor/Bidder shall make the payment to the workers within 7th day of every month positively. Failure to the release of the payment within the stipulated date will affect the performance of the contractor and may be counted for future contract.

- iii) The firm has to depute manpower for the said work as per requirements and necessary documents, certificates, bio-data etc. of the workman to be submitted to the O/o the General Manager (CNS-ER), Kolkata. The manpower shall not be less than the minimum manpower required per month mentioned as below.

Normally one clear weekly off shall be provided to each worker engaged by the

agency. Although in case of exceptional circumstances an employee may be called on weekly off also.

2. Service Period

2.1. One year from date of award of work and may be extendable for another one year subject to requirement and satisfied performance of the Contractor.

3. Delay & Non-Conformance:

3.1. In the event of rejection of non-conforming services, the bidder firm shall be allowed to correct the non-conformities without extension of time. If bidder firm fails to do so within next 07 calendar days, on notice, the purchaser AAI shall have the right to procure services elsewhere in which case the bidder firm shall pay for the loss to AAI the difference in the cost of services procured elsewhere against price set forth in the purchase/works order with the bidder firm.

4. DEDUCTIONS FROM CONTRACT PRICE:

4.1. All costs, damage or expenses which the AAI may have paid, for which under the contract the bidder firm is liable, shall be claimed by the Airports Authority of India (AAI). All such claims shall be billed by the AAI to the bidder firm regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the bidder firm to properly identify within 15 Calendar days of the raising of the corresponding bills and if not paid by the bidder Firm within the period or if the bidder firm fails to satisfy AAI of such claims within the aforesaid 15 Calendar days period, then AAI may deduct the amount from any money due or becoming due to the bidder firm under the contract or may be recovered by actions of Law or otherwise.

5. RIGHT TO ACCEPT OR REJECT THE TENDERS:

- a. The right to accept/reject the tender in full or in part/parts shall 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.
- b. 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 shall be rejected may be without any queries from AAI.

6. FORECLOSURE & TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE

- a. AAI reserves the right to terminate the contract either in **part or in full** due to the reasons other than specified herein in this tender, in fact, not for convenience and also if there is any violation to the terms & conditions of the tender, if the services are not as per the terms & conditions, if the works are not found satisfactory, any unforeseen circumstances arisen during Contract period, with or without forfeiting of PBG. Then AAI shall in such an event give **07 calendar days'** notice in writing to the bidder firm of their decision to do so.
- b. The bidder firm upon receipt of such notice under Section-IV Para 6(a) , 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 works terminated, at terms satisfactory to the AAI, stop all further 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. PAYMENT TERM:

7.1. Payment will be released Quarterly (3 Months Bill) basis subject to satisfactory service, necessary verification and quality acceptance by AAI, NSCBI Airport, Kolkata - 52-within 30 days from the date of submission of bill. Invoice/ Bill should accompanied the deduction/deposited slip of PF and ESI Bill/Challan, Proof of Payment of worker through Bank and be submitted to the O/o The General Manager (CNS)/ER, NSCBI Airport, Kolkata-52 at the end of each quarter.

8. Damages:

- 8.1. Any damage(s) to AAI caused by the contractor or while being handled by the personnel of the contractor will be chargeable. AAI reserves the right to realize the cost of replacement/ Repair in such an event.
- 8.2. Failure to meet works to AAI specifications/requirements/satisfaction may result in forfeiting of PBG.

9. Penalty:

9.1. Failure to rectify the fault to the satisfaction of AAI will attract penalty @ Rs. 100/- per day.

10. Others:

- 10.1. The quotations invited are on job work basis per Annum.
- 10.2. In case AAI feels the services are no more required by the agency then the agency shall withdraw its staff within seven days of notice given by AAI for which no extra cost shall be paid and the payment will be restricted to the period up to which the services of the agency is utilized by AAI. AAI will not entertain any claim by staff / person engaged for further continuing of their services or for permanent job in Airports Authority of India.
- 10.3. The agency shall strictly comply without fail with all the rules and regulations which are for the time being in force under labours Laws, other welfare enactments and rules. 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 and Abolition) Act,1970,the inter-State Migrant workmen (Regulation of Employment & Conditions service) Act1979,the minimum wages Act,1948, the payment of wages ACT,1936, The workmen's compensations, Act,1923, The payment of Bonus Act, 1965 and other relevant Act, Rules and Regulations, instructions etc. issued/enforced from time to time.
- 10.4. The agency should obey the security restrictions and obtain the necessary passes to access the work place at its own cost.
- 10.5. 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.
- 10.6. The agency shall be responsible for replacement of the staff in case of falling sick,

proceeding leave, weekly off or otherwise absent at no additional cost to the Airports Authority of India.

- 10.7. In case of receipt of complaint from staffs of the agency regarding non-payment of salary, the AAI reserves the right to withheld payment of bills till the submission of documentary evidence regarding payment of it.
- 10.8. In case of increase in Minimum wages for skilled worker from minimum wages as mentioned in clause (i) The agency should provide documentary evidence regarding payment of enhanced wages and deposit of PF and ESI before claiming reimbursement on account of that. The reimbursement will be payable to the extent of increase in minimum wages and consequent PF and ESI and no other amount like agency profit etc. would be payable. AAI at its sole discretion may terminate the contract if performance is not satisfactory.

11. MISCELLANEOUS

- a) In addition to the above any other information / description, the bidder firm may wish to provide, like the features / performance figures specified / indicated shall be with supporting documents / calculations. All figures indicated by the bidder firm must be fully qualified and subject to co-ordinate performance.
- b) Price applicable at the time of placement of purchase order for the equipment and accessories shall be valid for the period of concurrency of contract and any extension sought/granted by AAI or one year from the date of award of contract, whichever is later.

ACCEPTANCE LETTER
(TO BE SUBMITTED IN PQQ)

To

The General Manager (CNS-ER),
Airports Authority of India,
NSCBI AIRPORT, Kolkata,
Kolkata -700052.

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

Name of Work: - "Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata."

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, AAI, which shall form part of the contract agreement and I/we shall abide by the conditions / clauses contained therein.
2. I / We hereby unconditionally accept the tender conditions of AAI's tender document in its entirety for the above works.
3. It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions in the quotation enclosed in envelope PQQ, Technical bid and Price bid and the same has been followed in the present case. In case any provisions of this quotation are found violated after opening PQQ, Technical bid and Price bid envelope ,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)

Power of Attorney (POA)

(To be submitted in the PQQ E-Bid, Cover-2)

(Bidder shall submit irrevocable power of attorney on a company Letter head signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are signing this bid on behalf of the company)

POWER OF ATTORNEY (POA)

BY THIS POWER OF ATTORNEY executed on ----- we -----
-----, a Company incorporated under the provisions of companies Act,
1956 having its Registered Office at -----
----- (hereinafter referred to as the “Company”) do hereby severally appoint, constitute
and nominate-----, official (s) of the company, so long
as they are in the employment of the company (hereinafter referred to as the “Attorneys”) to
sign agreement and documents with regard Bid No.----- due on -----
----- invited by Airports Authority of India, ER, Kolkata – 700052 for “**Job contract for
Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all
letters update record of postage usage at ACS Berhampur & Katihar and Data Entry
Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc.
at RHQ CNS-ER, Kolkata**” and to do all other acts, deeds and things the said Attorneys may
consider expedient to enforce and secure fulfilment of any such agreement in the name and
behalf of the Company.

AND THE COMPANY hereby agrees to ratify and confirm all acts, deeds and things the said
attorneys shall lawfully do by virtue of these authorities hereby conferred.

IN WITNESS WHEREOF, this deed has been signed and delivered on the day, month and year first
above written by Mr. ----- Authorized Signatory, duly authorized by the Board of
Directors of the Company vide it’s resolution passed in this regard.

By order of the Board

By order of the Board

For-----

(-----)

Authorized

Signatory

Witness:

- 1.
- 2.

Attorney Signature of Mr-----

Attorney Signature of Mr-----

(Attested)

(-----)

Authorized Signatory

**Performance Bank Guarantee
(FOR SECURITY DEPOSIT)
FOR**

Name of the work: "Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata."

(On Non-judicial stamp paper of Rs.100.00)

The Chairman,
Airports Authority of India,
CHQ, Rajiv Gandhi Bhavan,
Safdarjung Airport,
New Delhi – 110 003,
INDIA

Dear Sir,

In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement betweenand(hereinafter called the said Contractor(s)) for the work_____ (hereafter called 'the said agreement') having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____)amount of 10% (Ten percent) of entire contract amount..... as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We(indicate the name of the Bank) (hereinafter referred to as 'the Bank') hereby undertake to pay to the Chairman, AAI an amount not exceedingamount..... on demand by AAI.

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 exceedingamount.....

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) 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(s) 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 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 Engineer-in-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 relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of 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 of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We(indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

This guarantee shall be valid up to unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted Rs..... (Rupees.....) 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 ____ for ____ (indicate the name of bank).

Very truly yours,

(Authorized Signatory of the Bank)

(To be submitted in PQQ Folder: Cover 2)

BANK & ACCOUNT DETAILS

Name of the supplier / vendor :
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 :
GST Registration No. :
TIN No. :

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 either AAI or the Bank will not be liable/responsible.

AGREEMENT FOR

“Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata.”

BETWEEN
AIRPORTS AUTHORITY OF INDIA, RAJIV GANDHI BHAWAN, SAFDARJUNG AIRPORT, NEW DELHI- 110 003
AND

M/S

.....

This agreement is made at Kolkata today day of(Month) of ----(Year) between AIRPORTS AUTHORITY OF INDIA, A body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its Corporate office at RAJIV GANDHI BHAWAN, SAFDURJUNG AIRPORT, NEW DELHI-110003 represented by hereinafter called the ‘AUTHORITY’ (which term shall unless excluded by or is repugnant to the context be deemed to include its Chairman, or Member, Executive Directors, General Managers, Officers or any of them specified by the Chairman on his behalf and shall also include its successors and assigns on one part and having its principal office space & place of business (hereafter called and represented by of the on the other part hereinafter called the CONTRACTOR (which term shall unless excluded by or is repugnant to the context, be deemed to include its higher, representative, successors and assigns of the contract) .

Whereas, the AUTHORITY wants to **engage Data Entry/Computer Operator** and CONTRACTOR is desirous of supplying the same.

WHEREAS, AUTHORITY invited offers for the “**Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata.**”

Man power: For Berhampur - One (1), Katihar – One (1) and for Kolkata – One (1)
In accordance with their Price Bid opened on on AAI e-portal and AAI has accepted its offer;
Now, therefore, in consideration of the promises and mutual covenants contained herein, the CONTRACTOR and the AUTHORITY (hereinafter referred to as the “parties”) agree as follows:
For the purpose of this contract the following constitutes part of the agreement:

a. **Contract Period** – for one year with effect from up to
 AUTHORITY’s Tender Documents for the Scope of **“Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata.”**
 Comprised of Tender no.----- and CONTRACTOR *Price bid opened on AAI e-portal*
 for.

- b. Bid Response Documents submitted by the CONTRACTOR in fulfilling the tender requirements that includes the signed Compliance.
- c. Unconditional acceptance of AUTHORITY Tender conditions as given by the CONTRACTOR.
- d. Replies to Queries raised by AUTHORITY during Technical evaluation and Technical clarifications submitted by the CONTRACTOR in response thereof vide *letter dated:*

- e. The price bid of the CONTRACTOR *opened on AAI e-portal* and accepted by AUTHORITY.
- f. AUTHORITY’s Letter of Intent stating acceptance dated----- and the CONTRACTOR’s acknowledgement dated.....
- g. AUTHORITY Order no.
- h. Performance Bank Guarantee No. Date for
 Rs.....

Whereas, theagreed **“Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata”** on AUTHORITY Terms and conditions, mutually agreed upon as hereunder:

IN WITNESS WHEREOF, The parties have caused this agreement and executed by their respected duly authorized representatives on theday..... andyear written.

ON BEHALF OF
 (M/S)

ON BEHALF OF
 (AIRPORTS AUTHORITY OF INDIA)

- 1. Witness:
- 2. Witness:

- 1.Witness:
- 2.Witness:

UNDERTAKING (To be uploaded in PQQ Folder)

Ref No.:

Date:

To,
The General Manager (CNS-ER),
Airports Authority of India,
New Operational Office Building,
NSCBI Airport, Kolkata-700052.

Sub: Bidder Statement of Undertaking

Name of the work: "Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata."

Tender Reference No: AAI/ER/CNS/Data Entry Operator/2019-20

Dear Sir,

I/ We hereby confirm that

- a) I/We do hereby undertake that our firm or its partners or its directors have not been black listed in AAI or any other Govt. organization.
- b) 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.
- c) I/We or any of our subsidiary firm shall not submit alternate bids, Technical Bid solution. If such bids are found by AAI then the same and related bids shall be summarily rejected.
- d) I/We also state that no part of the scope of work shall be sublet or outsource to any third party without written consent from AAI. In case we wish to sublet or outsource to any this party then we shall bring the same to the notice of AAI in submittals to this bid response itself. AAI may or may not agree of accept such intentions/proposals of our sourcing or subletting of scope of work in the tender to a non-participating bidder in the tender.
- e) I/We also state that if any portion of the work is outsourced or subcontracted then we shall accept all AAI objections within the scope of tendered work or bidding firm shall change/ replace subcontractor if required by AAI and shall undertake work itself without any additional compensation by AAI.
- f) I/We have gone through the Tender Document completely.

Thanking you and assuring you of our best services.

Yours Faithfully

(Bidder Name)

(Authorized Signatory and Seal)

PERFORMA FOR CHECK-LIST TO BE SUBMITTED

(To be submitted in PQQ Folder: Cover 2)

Name of the work: "Job contract for Reports, Returns, Other official correspondences, Maintain Diary for Receipt/Dispatch of all letters update record of postage usage at ACS Berhampur & Katihar and Data Entry Operator for different official work pertaining to CNS/AS and RCS matter, DGCA audit etc. at RHQ CNS-ER, Kolkata."

1.1	Bidder Agency Name: Postal Address: Tel./ Fax No. and e-mail address of the bidder.	<hr/> <hr/> <hr/> <hr/>
1.2	Authorized Signatory (Name, Designation and contact details). Confirm the details have been submitted on non-judicial stamp paper as per tender clause. (Annexure-II.).	Name:----- Designation:----- Agency:----- Address:----- Phone:----- Fax:----- Email:-----
2.1	Has the bidder enclosed unconditional acceptance of the bid as per Annexure-I ?	Undertaking as per Annexure –I is enclosed (Page No.-----).
2.2	Has the bidder submitted Undertaking as per Annexure-VI	Undertaking as per Annexure- XII is enclosed (Page No.-----).
2.3	Has the bidder submitted Pre-Integrity Pact in (Annexure- VIII)	Duly Signed Pre-Integrity Pact in all pages and submitted in Stage–I (Cover 1)
2.4	Indian bidder firms and Foreign Firms having permanent establishment in India shall provide the details of PAN, GST Registration No.	PAN: ----- GST Reg. No.-----
2.5	DD Details:	
2.5.1	Details of Tender Fee paid.	

2.5.2	Details of EMD	
3.0	Experience details as per Notice Inviting Tender Clause (Section-I, Para-4)	
3.1	Work No. 1	
3.1.1	Name of Work	
3.1.2	Name and Address of the Organization / department where work has been executed.	
3.1.3	Date of start	
3.1.4	Date of Completion (actual)	
3.1.5	Completion cost	
3.1.6	Purchase / Work Order	Copy enclosed (Page No.____)
3.1.7	Work Completion Certificate	Copy enclosed (Page No.____)
3.1.8	Whether the work experience from Govt. Organizations or private client?	In case the work experience of private client, TDS certificate from the respective client is enclosed (Page No.____)
3.2	Work No. 2	
3.2.1	Name of work	
3.2.2	Name and Address of the Organization / department where work has been executed.	
3.2.3	Date of start	
3.2.4	Date of Completion (actual)	
3.2.5	Completion cost	
3.2.6	Purchase / Work Order	Copy enclosed (Page No.____)
3.2.7	Work Completion Certificate	Copy enclosed (Page No.____)
3.2.8	Whether the work experience from Govt. Organizations or private client?	In case the work experience of private client, TDS certificate from the respective client is enclosed (Page No.____)
3.3	Work No. 3	
3.3.1	Name of work	
3.3.2	Name and Address of the Organization / department where work has been	

	executed.	
3.3.3	Date of start	
3.3.4	Date of Completion (actual)	
3.3.5	Completion cost	
3.3.6	Purchase / Work Order	Copy enclosed (Page No.____)
3.3.7	Work Completion Certificate	Copy enclosed (Page No.____)
3.3.8	Whether the work experience from Govt. Organizations or private client?	In case the work experience of private client, TDS certificate from the respective client is enclosed (Page No.____)
4.0	Annual Financial Turnover	Enclosed Balance Sheet with Profit & Loss Account and Annual Turnover certified by Chartered Accountant (Page No.____)
4.1	Year 2016-17	Rs._____
4.2	Year 2017-18	Rs._____
4.3	Year 2018-19	Rs._____
4.4	Average	Rs._____

I (-----) hereby declare that the information as stated above and the supporting documents uploaded are true and correct. In case any information/document is found fake/incorrect at any stage, the EMD may be forfeited and action as deemed fit by AAI can be taken against me.

Place:

Signature:

Date

Authorized Signatory:

Name:

PRE CONTRACT INTEGRITY PACT

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices atin India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, officers or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

.....represented by of the other part, hereinafter called the “Bidder/Contractor” (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract forThe Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization “Transparency International” (TI) headquartered in Berlin (Germany). The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2(i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2(ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
 - i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression:

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders' exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub- contractor(s) and associate(s) whose value of the work contribution exceeds Rs 0.5 Crores.(Rupees zero point five Crores.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 0.5 Crs. (Rupees Zero point five Crs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.

- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT/ tender documents sold to the Bidders.

6. Sanctions for Violations/Disqualification from tender process and exclusion from future Contracts.

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
- (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
- (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted along with Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub-Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s),

- 8.1. That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.
- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the

Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word 'Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

Buyer	BIDDER
Name of the Officer:	CHIEF EXECUTIVE OFFICER
Designation:	
Deptt./Ministry/PSU:	
Witness	Witness
1. _____	1. _____
2. _____	2. _____

COMPLIANCE STATEMENT

Sl.no	Particulars	Complied/non complied
1	The successful bidder has to sign an agreement on NON-JUDICIAL stamp paper of Rs.100/- before the commencement of the contract.	
2	Successful bidder should depute Required manpower for Data Entry/Computer Operator at Berhampur, Katihar and Kolkata, ER on contract basis for One Year who have Diploma/Graduation Degree from recognized University and Certificate in Computer Course field from reputed organization & well experienced with various computer application etc.	
3	Person so engaged as Data Entry/computer Operator should be available on all week-days from 0930 to 1800 hrs. They may also be required to attend the office on Holidays and weekly off days if required by the respective station In-Charge/GM CNS-ER).	
4	In continuation to point no 3 Engaged persons have to attend the office for maximum days as given in the CLC Order.	
5	The person deputed for work should obtain Airport Entry Pass by complying all security formalities within a month of awarding of contract and that should be continued throughout the contract period.	
6	The contractor should follow the minimum Wages act, 1948 and payment of minimum wages, deduction of Provident Fund and ESI provision are mandatory. Deduction of PF amount at the prescribed rate and its timely deposit to the P.F account is a legal obligation under the Contract Labour (Regulation and Abolition) Act, 1970.	
7.	The engaged persons should be physically & Mentally in good health condition.	
8	Engaged persons should have knowledge in working Hindi and English.	
9	Sufficient service uniforms to be issued to the worker with logo of contractor/Company	

Yours Faithfully

(Bidder Name)**(Authorized Signatory and Seal)**

