



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

OFFICE OF THE AIRPORT DIRECTOR
SURAT AIRPORT, SURAT

DEPARTMENT OF TECHNICAL

SCOPE OF WORK & JOB DESCRIPTION

Name of work: "Hiring of Vehicles for AAI Surat Airport (2022-23/1)"



भारतीयविमानपत्तनप्राधिकरण AIRPORTS AUTHORITY OF INDIA

Name of work: “Hiring of Vehicles for AAI Surat Airport (2022-23/I)”

INDEX

Sl. No.	Description	Page No.
1	General Information & Guidelines	1-7
2	Special Conditions of Contract	8-20
3	Undertaking (Annexure-I)	21
4	Undertaking (Annexure-II)	22
5	Undertaking (Annexure-III)	23
6	Appendix-I	24

This tender document contains **24** pages in total excluding index & cover

SECTION-A: GENERAL INFORMATION AND GUIDELINES (GIG)

1. PURPOSE AND SCOPE OF TENDER DOCUMENT

On behalf of The Chairman, Airports Authority of India, In-charge (Technical), Surat Airport, Surat invites bid on GeM portal, for the work of "Hiring of Vehicles for AAI Surat Airport (2022-23/I)" from eligible proprietorship/ Partnership firms registered under Shop and Establishment Act / Pvt. Ltd. Company/ Company registered under Companies Act for an estimated cost of Rs. 40.35 Lakhs (**Including GST**) for a period of 14 months.

Note: The contract period shall be for a period of 14 months and duration of the service contract may be extended up to 6 months, beyond the initial contract duration (At the discretion of AAI Management subject to satisfactory performance).

2. The Firms fulfilling the following Pre-Qualifying conditions criteria are eligible to participate in the tender and the documents shall be submitted on-line for Pre-Qualification cum Technical Bid evaluation:

(i) Should be proprietorship/ Partnership firms registered under Shop and Establishment Act / Pvt. Ltd. Company/ Company registered under Companies Act. As a proof, copy of Certificate of Registration / Partnership Deed / Memorandum of Article and Memorandum of Association (MOA), as the case may be, is to be submitted.

ii) Scanned copy of Permanent Account Number (PAN),

iii) Scanned copy of GST Registration no.

iv) Scanned copy of EPF and ESI registration proof. In case, firm do not possess the same & becomes L-1 then firm is required to get themselves registered with EPF & ESI authorities and submit it within 30 days after the award of work. An undertaking for the same need to be submitted.

v) Scanned copy of undertaking regarding acceptance of terms & conditions per Annexure-I on company's letterhead at page no. 21 of this document

vi) Scanned copy of Undertaking of black listing / debarment as per Annexure-II on company's letterhead at page no. 22 of this document.

vii) Scanned copy of undertaking regarding compliance of minimum wages as per Annexure-III on companies letterhead at page no. 23 of this document.

Viii) Bidder has to upload scanned copy / proof of the Online Payment Transfer against EMD of Rs 80700.00 along with bid.

ix) Experience of having successfully executed work of providing similar type of vehicles to Govt. OR Private firms during last 03 (Three) years (ending month of March prior to the bid opening), should either of following: Should have satisfactorily completed (Phase/part completion of the scope of work in a contract shall not be considered. However pre-determined phasing of the work will be accepted), three works each of **Rs. 13.83 Lakhs per annum** or Two works each of **Rs. 17.29 Lakhs per annum** or One work of **Rs. 27.66 Lakhs per annum** in a single contract of similar nature of work. Work experience will be evaluated on annual basis.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work.

Firm showing work experience certificate from non-government /non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate in support of their claim for having experience of stipulated value of work. Certificate alongwith a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.

x) Should have annualized average annual financial turnover of Rs. **10.37 Lakhs** against works executed during last three years ending on 31st March of previous financial year. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account statement of the firm with **UDIN no**, duly certified by a Chartered Accountant, should be submitted along with the Pre-Qualification cum Technical Bid. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

xi) Scanned copy of Valid registration certificate of MSME / MSEs / NSIC if seeking **Price Preference benefit** as per the provisions of public procurement policy for MSE **and exemption from EMD**. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.

xii) The bidder must have atleast 02 (TWO) numbers of vehicles registered either in the name of proprietor/firm/company or attached to them by duly notarized power of attorney (POA). All vehicles in the fleet shall have the following valid documents from appropriate authorities.

- Commercial Registration Certificate.
- Valid Insurance.

3. The bidder shall assume complete responsibility for “Hiring of Vehicles for AAI Surat Airport (2022-23/1)”.

4. Following department of AAI will be carrying out the tender processing through GeM Portal.

Department	Tender Details	Earnest Money Deposit (EMD)
Airports Authority of India, Surat Airport, Surat – 394550 Technical Department	Tender for “Hiring of Vehicles for AAI Surat Airport (2022-23/1)”.	Bidders can submit the EMD Rs 80700.00 through online RTGS / internet banking in Beneficiary name AIRPORTS AUTHORITY OF INDIA Account No. 40527088990 IFSC Code SBIN0003320 Bank Name SBI Branch address SVNIT BRANCH SURAT. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

5. Bid Document:

5.1 This document consists of two sections. The Bidder shall go through all these sections; Section A: General Information and Guidelines (GIG) Section B: Special conditions of Contract (SCC) Bidders shall comply with each clause of all the two sections.

5.2 The instructions in this document are binding on the bidder and submission of the bid shall imply unconditional acceptance of all the terms and conditions by the bidder.

6. **Period of Validity of Bids:** The Bids shall remain valid for 90 days from the end date of submission of bids. AAI shall summarily reject a bid as non-responsive if found valid for a shorter period.

Only in exceptional circumstances, AAI may request the bidder’s consent for an extension to the period of bid validity. The request and the responses there to shall be made in writing/through e-mails etc.

7. **Post Tender Qualification for Technical Evaluation:** Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation:

7.1 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

8. Composition of Bids and General Guidelines for bid process:

8.1 The Pre-qualification cum Technical bids will be opened online by AAI at the time and date as scheduled for the same. All the Statements, documents, Certificates etc., uploaded by the bidders shall be downloaded and verified for Pre-qualification cum Technical evaluation.

8.2 The clarifications, particulars, if any, required from the bidders, will be obtained through query provision available on GeM Portal.

9. Financial Bid Submission:

9.1 Currency of quote shall be Indian Rupees.

9.2 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part.

9.3 The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account, except statutory Indian Govt. taxes and levies.

9.4 Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded black listing of the bidder as per AAI norms may be carried out.

9.5 AAI reserves the right to reject any or all tenders without assigning any reason.

10. Evaluation of Pre-qualification cum Technical Bids:

10.1 To shortlist technically qualified bidders, the Pre-Qualification cum Technical bids shall be scrutinized by AAI to ensure whether the same are in conformity as per Para 02 of GIG Section-A. For this purpose, the documents submitted by the bidders as required in clause 02 shall be scrutinized to ascertain whether these documents are in order and meet the requirement of AAI.

10.2 However AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised on-line on GeM portal shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.

10.3 Clarifications and other documents, if and when issued by AAI, shall be in relation to the tender and hence shall be treated as their extension.

11. Opening of the Financial Bids:

11.1 Financial Bids of those bidders who qualify in Pre-Qualification cum Technical bid evaluation shall be opened by AAI.

11.2 No correspondences/ representations shall be entertained from the bidders after opening of Financial Bid of the Tender on tendering process.

11.3 Date of submission and opening of bids can be extended on sole discretion of the Competent Authority.

12. Evaluation of Financial bids:

12.1 The tenders shall be compared based on prices quoted by the bidders for Hiring of vehicles. The amount indicated in the pricing schedule shall be taken for main tariff price comparison for work out L-1. The Rates offered for Extra Km and Extra Hour will not be considered for workout L-1.

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

13. Award of contract:

13.1 The acceptance of the tender shall be intimated to the successful bidder(s) by AAI through Fax/ letter/telephone/ e- mail etc.

13.2 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

14. Consortium/Joint Venture companies shall not be permitted. No single firm shall be permitted to submit two separate applications.

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

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

17. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB Directorate of Handicraft and Handloom etc., to be given as per the provisions of public procurement policy for MSE order 2012 with up to date amendments, shall be applicable for tenders of supply/services and shall not be extended to construction work. The benefit to MSEs shall be available only for goods/ services produced and provided by MSEs for which they are registered.

-----Sd-----
In-Charge (Technical)
AAI, Surat
For Airport Director

CHECK LIST

NAME OF WORK: Hiring of Vehicles for AAI Surat Airport (2022-23/I).

1	2	3	4
Ref. No.	Qualifying Criteria	Particulars	Enclosed check list
1	Name and address of the firm/contractor		
Bidders shall contain scanned copy of			
A	Should have valid registration under Shop and Establishment Act for proprietorship/ Partnership firms or Pvt. Ltd. Company/ Company registered under Companies Act		Registration certificate copy enclosed: YES/NO
B	Certificate from clients of having satisfactorily completed Three works of Rs. 13.83 lakhs per annum OR Two works of Rs. 17.29 lakhs per annum OR One work of Rs. 27.66 lakhs per annum. In single contract of similar nature of work to Government Departments/Public Sector Undertaking or reputed Private Sector Companies/firms (within India)” during last Three years (ending month of March prior to the bid opening).	Details of the Three/Two/One work(s) as applicable to Client: Name of Work: Work Order/ Agreement No. & Date: Cost: Stipulated date of Completion as per contract agreement: Actual Date of Completion: Completion Cost:	Copy of certificates enclosed: YES/NO

C	Whether experience from Govt. organizations or private Clients?	Govt. Organization/ Private Clients. (Tick whichever is applicable. In case of experience with private client, TDS certificate from clients to be enclosed)	TDS certificate enclosed: YES/NO
D	TURNOVER: Annualized average financial turnover equivalent to INR 10.37 lakhs during last three financial years.		Proof of turnover enclosed (Abridged balance sheet & Profit & Loss A/C) YES/NO
E	Permanent Account No.(PAN) No:		Copy enclosed: YES/NO
F	Goods & Service Tax(GST) Registration No:		Copy enclosed: YES/NO
G	PF and ESIC Registration No:		Copy enclosed: YES/NO Note: In case, firm do not possess EPF & ESIC registration, firm is required to submit the undertaking regarding getting themselves registered with EPF & ESI
H	Undertaking regarding acceptance of terms & conditions as per Annexure-I at page-21		Copy enclosed: YES/NO

I	Undertaking regarding black listing / debarment as per Annexure-II at page-22		Enclosed: YES/NO
J	Undertaking regarding compliance of minimum wages as per Annexure-III at page-23		Enclosed: YES/NO
K	EMD Online Payment Details. If seeking exemption must submit the valid supporting document		Enclosed: YES/NO
L	Scanned copy of Valid registration certificate of MSME / MSEs / NSIC, if seeking Price Preference benefit as per the provisions of public procurement policy for MSE.		Enclosed: YES/NO
M	Should have the Fleet of Vehicles as per GIG para 2 (xii). Scanned copies of documents must be submitted as asked.		Enclosed: YES/NO

Signature

Date:

Authorized Signatory of the Contractor/Firm

Place:

DECLARATION

I, (_____) hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage found fake/incorrect, then my EMD may be forfeited & shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual/legal action.

Signature

Date:

Authorized Signatory of the Contractor/Firm

Place:

विशेष नियम एवं शर्तें /

SECTION-B: Special Conditions of Contract (SCC)

1. Scope of Work: –

- 1.1** The successful bidder(s) has to provide and operate following vehicle with Petrol/Diesel, oil, lubricants (POL) and driver including maintenance and repair on monthly hire basis as per operational and administrative requirement.

Sl. No	Type of Vehicle	Qty	Requirement Details.
01.	Hiring of One No. Mahindra Bolero/Tata Sumo /TUV-300 OR EQUIVALENT Air-Conditioned vehicle (registered for commercial use) for the usage of AAI at Surat Airport.	01 (One)	Vehicle with sufficient no. of drivers in single shift of 09 hours (i.e. 01 driver in each shift) six days a week basis with the monthly mileage of 2000 Kms i/c all taxes, cost of fuel, driver and other expenditure involve in maintaining the vehicle road worthy.
02.	Hiring of One No. Mahindra Bolero/Tata Sumo /TUV-300 OR EQUIVALENT Air-Conditioned vehicle (registered for commercial use) for the usage of AAI at Surat Airport.	01 (One)	Vehicle with sufficient no. of drivers in single shift of 09 hours (i.e. 01 driver in each shift) six days a week basis with the monthly mileage of 1300 Kms i/c all taxes, cost of fuel, driver and other expenditure involve in maintaining the vehicle road worthy.
03.	Hiring of One No. Toyota Innova Crysta OR EQUIVALENT Air-Conditioned vehicle (registered for commercial use) for the usage of AAI at Surat Airport.	01 (One)	Vehicle with sufficient no. of drivers in 02 shifts (i.e. 01 driver in each shift) on all days (16 Hrs / Day) in a month (including Saturdays, Sundays, Weekly Offs & Other Govt. /Public Holidays) with the monthly mileage of 1000 Kms i/c all taxes, cost of fuel, driver and other expenditure involve in maintaining the vehicle road worthy.

- 1.2** The successful bidder has to provide full quantity of fuel, oil and lubricant(s) required to run the vehicles for prescribed kilometers and any extra kilometers thereafter.
- 1.3** The successful bidder shall be responsible for carrying out all types of maintenance whether major or minor due to either breakdown or regular wear and tear for keeping the vehicles in full serviceable condition at all times during the currency of contract.
- 1.4** Successful bidder shall deploy experienced driver, with sufficient communication as well as writing skills atleast in hindi and suitable bodily structure, holding valid driving license, Police verification, Aerodrome entry Pass (AEP issued by AAI/BCAS), Aerodrome Driving Permit (ADP issued by AAI), Vehicle Entry Pass (VEP issued by AAI) for driving the vehicle for prescribed hours daily and thereafter, as required.
- 1.5** Also, necessary BCAS security clearance needs to be obtained before applying for AEP (Airport Entry Permit) within one month of award of work through online at (<https://esahaj.gov.in>).
- 1.6** The vehicle shall normally be used for transportation in and around Surat but may also be used outside Surat within the state of Gujarat due operational / administrative requirements.
- 1.7** The successful bidder has to deploy experienced drivers to fulfill the above operational and administrative requirement and must grant **one day weekly off** to each driver.

- 1.8 The successful bidder shall deploy and operate the vehicles as per instructions of officer-In-Charge or his/her authorized representative as per operational and administrative requirements.

2. INSPECTION AND PLACEMENT OF VEHICLE

- a. The contractor shall produce the vehicle at the designated place and date & time as notified, for inspection within the stipulated period before commencement of contract, at his own cost.
- b. The copies along with originals of R.C. Book, Certificate of comprehensive Insurance, Fitness, Permit, PUC certificate, Road tax Token and any other related documents, as required for operating vehicles on public road as per Motor Vehicles Act 1988, should be produced for inspection.
- c. The contractor shall display the board/sticker stating, “ON AAI” at the appropriate place of front and rear side of all vehicles at contractor’s cost as per the discretion of AAI.
- d. The decision with regard to acceptance / rejection of the vehicle offered by the contractor shall remain with AAI and its decision shall be final and binding upon the contractor.

3. CONDITION OF VEHICLES

- a. The vehicles as required should be in perfect working condition, duly registered and insured comprehensively, having requisite permit and taxes paid up to date. Taxes must comply with Central State Government and Pollution Act.
 - b. The vehicle (s) with registration **01.01.2021** onwards shall only be accepted. The vehicles shall be kept clean and immaculate (from inside and outside).
 - c. The interior of the vehicle must have appropriate additional fittings to provide good comfort and appearance like foot matting, high quality upholstery to provide comfort.
 - d. The vehicles suspension system shall be maintained in excellent conditions to provide good riding comfort.
 - e. The vehicle should be noise free. Any ratting sound of loose components, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.
 - f. Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in good and smooth working condition; Retreaded tyres will not be accepted.
4. Sufficient no. of drivers shall be provided for shift duty as define in scope of work for vehicles and assigned duty shall always wear neat and clean uniform and hold a valid driving license and abide by all the rules laid down by Transport Authority or any other Authority relevant to the subject and should always strictly follow the traffic rules and regulations, so as to ensure safety of the passengers.
 5. The drivers must have a mobile phone available with him for smooth coordination and service execution and the same should be always in working condition and no separate charges shall be paid by the AAI for the same.
 6. The drivers and vehicles to be provided for the purpose shall be deployed on a dedicated basis and shall not refuse to carry any maintenance material.
 7. The vehicles and drivers shall report in time at the designated place and time on regular basis and the drivers shall not be reluctant to or deny to go to any place within the scope of work. No mileage will be allowed for breakfast / lunch / tea of the driver.

8. The drivers should be well behaved and punctual while on duty. They should never be in an intoxicated state or smoking. The contractor shall be required to change / replace the drivers immediately in case not found suitable by AAI.
9. The drivers should extend all normal courtesy such as greeting, opening / closing of door etc. towards the user and should present themselves for duty in a good appearance.
10. In case of driver is not proficient enough to the requirement of duties or misbehaving with the user or acting against the interest of AAI or non-punctual / irregular or not up to the expectation, AAI may require change of driver which will be communicated in writing. In such cases, the contractor shall replace the driver immediately upon receipt of such communication, failing which necessary action deemed to be fit, will be taken as per the provisions of contract and the decision of Officer-In-Charge will be final and binding on the contractor.
11. The engagement and employment of drivers and payment of wages as per the existing provisions of labour laws and regulations is the sole responsibility of the contractor and any breach of such lapse or regulation shall be deemed to be breach of the contract. AAI may ask the contractor to produce documents to verify that the contractor complies with the provision /laws.
12. The contractor shall assign the job of driving of hired vehicle only to qualified, experienced and licensed drivers and also assume full responsibility for the safety and security of officers / officials as well as essential stores items while running the vehicle by ensuring safe driving. AAI shall have no direct or indirect liability arising out of such neglect, rash or impetuous driving which is an offense under relevant section of IPC, any loss caused to AAI have to be compensated by the Contractor.
13. The contractor shall take prior permission of AAI for substitution of vehicle provided for duty in case of Break down / maintenance.
14. The contractor shall ensure that the vehicle must be having valid vehicle entry pass at all times issued by CSO, AAI for movement in Airport operational Area.
15. The contractor shall ensure that the vehicle is filled with sufficient fuel for performing assigned duties and it is in a good running condition before it reports for duty of AAI. Refueling of vehicle shall be carried out prior to reporting for duty. Necessary fund should be available with the driver to pay any parking charges, toll tax, charges for minor nature of repair works etc.
16. It shall be the responsibility of contractor to adhere to the timings as specified from time to time for deployment of vehicles.

17. CHANGE OF AAI POLICY IN FIXED KM PER MONTH

During the contract period, any change in AAI policy in increase/reduction of fixed km per month, the rate of extra km will be considered for fixation of Fixed Monthly Rate.

18. LOG BOOKS

- a. The log book or daily sheets format shall be provided by AAI for the purpose of various vehicles maintained by the contractor for recording of kms. Covered for verification.

- b. In case of failure of milometer, the actual distance traveled shall be assessed by AAI, whose decision in this regard shall be final and binding. The period for which the milometer was found defective, shall be recorded in the remark column of Log Book and duly authenticated by the AAI. The contractor shall repair / replace such defective milometer within 2 (two) days.
- c. It shall be the duty of contractor / his driver to ensure that the Log Book is properly filled in and signed by the user and mentioning clearly the name and designation of the user. Any tampering of Log Book details by the contractor / his driver shall result in non-payment for that vehicle for the particular day / hours, in addition to penalty to be imposed for the same.

19. RUNNING & MAINTENANCE

- a. The vehicles will have to be kept in good operating condition at all the times. Procurement of fuel, lubricants, spare etc. will have to be arranged by the contractor at his own cost. All repair maintenance; checkup etc will have to be arranged by contractor.
- b. The contractor shall ensure that the driver of the vehicles abide the speed limits notified by the AAI and RTO on airfield as well as public roads and exercise all the caution while driving the vehicles.
- c. In case of major break down or withdrawal of the vehicle for service, the contractor for such reason shall replace the same within two hours on temporary basis till the said vehicle is made in order. If in the opinion of AAI, the vehicle so replaced is found unsatisfactory, this shall be replaced by another vehicle acceptable to AAI. Acceptance shall be at the sole discretion of AAI depending on merit of the case.

20. ACCIDENT / DAMAGES / CLAIMS / LIABILITIES

- a. AAI shall be completely free from any liability whatsoever, in the event of any accident while the vehicle engaged under the contract. Contractor will be fully and exclusively responsible for any damages to his vehicles / property / death / bodily injury to his crew members or any other person in his employment or unauthorized persons travelling in the vehicle, including any third party claim. The contractor shall indemnify AAI against any such claim / compensation.
- b. Contractor shall also be solely responsible for any consequences under the law, arising out of any accident, equipment or personnel of AAI caused by his vehicle to the property or personnel of AAI / third party including death / permanent injury. Contractor shall reimburse on demand the compensation / damages, if any, sustained by AAI / third party on this account.
- c. The hired vehicle should be fully / comprehensively insured by the Contractor at his own cost for all risk including fire, theft, strike, riots and for commercial use etc. All liability whatsoever arising out of the accident of the hired vehicles shall rest upon the contractor only and AAI shall fully stand indemnified.
- d. The contractor shall be responsible for the acts or accidents committed by the person. Employed by him either inside or outside operational area of Airport.

21. **Period of Contract/Completion/Extension –**

- a) The period of completion of work is 14 months.
- b) The contract may be extended for a further period of up to Six Months on the same rate, terms & conditions at the discretion of AAI Management subject to satisfactory performance by the contractor.
- c) The decision of AAI management regarding extension of contract shall be final and binding on contractor.

22. **EARNEST MONEY & PERFORMANCE SECURITY:**

Bidders can submit the **EMD Rs 80700.00** with Payment online through RTGS / internet banking in Beneficiary name AIRPORTS AUTHORITY OF INDIA Account No. 40527088990 IFSC Code SBIN0003320 Bank Name SBI Branch address SVNIT BRANCH SURAT. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

Performance Security @3% of estimated value (Rs 121050.00) must be submitted by Seller to the AAI within 15 days of award of contract on GeM. The payments to the seller shall become due only after receipt of Performance Security by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Security / PBG or any other amounts payable by the Seller to the AAI under the Contract. AAI shall have option to forfeit the Performance Security if the contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAI.

23. **Security Deposit & Defect Liability Period:**

- a) The defect liability period for the work is 06 (Six) months from the date of completion of the contract. The Security Deposit shall be deducted @ 10% from the running bills, which shall be released after successful completion of DLP i.e. 06 months, subjected to realization of dues, if any to be made from the contractor.
- b) AAI shall have option to forfeit the S.D if the contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAI. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the S.D. AAI shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by AAI due to any act / commission or defaults by the Contractor.

24. Offer / tender of lowest bidder will normally be accepted. However, Airports Authority of India (AAI) reserves the right to accept or cancel any or all tenders without giving any reason.

25. A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents.

26. **RATES:**

The rates quoted shall be firm during the currency of the contract. The hire charges shall be net inclusive of cost of fuel, oil, lubricants, repairs and maintenance expenses, insurance for vehicle, road tax, Permit, salaries, over time & 2 sets of uniform (Pant in dark colour and Shirt in light colour) of operating and maintenance staff, establishment charges, GST, dues, CESS and levies and any other expenses for providing an acceptable and satisfactory level of service under the contract **excluding PF, ESIC, Bonus and NH (National Holidays) allowance as per applicable rule.**

During the contract period, in case of change in rate of government tax or any provision relating to levy of government tax resulting in increase in burden of tax on the contractor, the contractor shall be entitled to receive compensation for such increase in quantum of tax payable by the contractor.

Similarly, recovery shall be made from the contractor on account of decrease of rate of tax or any provision relating to levy of government tax.

Provident fund, ESIC, Bonus and NH (04 days: 03 National Holidays and 01 Labour day) will be reimbursed by AAI on the production of documentary proof (invoice/voucher etc.).

ESCALATION/DE-ESCALATION OF RATES:

- (a) No escalation / de-escalation in rates shall be allowed during the currency of contract except on account of statutory variation (increase / decrease) in the price of fuel (petrol/diesel) affected by the Government. A corresponding escalation / de-escalation in rates by more/less than 5% of fuel charges shall be paid / recovered against vehicle for the actual kms. run, based on the following pre-defined formula;

Escalation / de-escalation per KM = (R2 - R1) / 10 Where;

R1: Rate of Fuel (in Rs. per liter) as on the date of opening of Technical bid.

R2: Average Revised rate of Fuel for each month (rates will be taken for 1st, 15th & 30th/31st of each month and their average will be calculated which will become R2) (in Rs. per liter)

R1 & R2 being the rates, as declared by the concerned Regulatory Authority, which is applicable for Surat City. The difference payable or recoverable on account of increase / decrease of fuel price shall be allowed only for total actual kms run by the vehicle for AAI duties. Above escalation/ de-escalation shall be considered only for the period for which the rates are changed.

- (b) **Amount for PF and ESIC (Employers contribution) paid to statutory authority, bonus & NH (National Holidays) allowance amount paid to the engaged manpower for this work and difference of amount on account of increase in minimum wages rate from the date of submission of tender will be reimbursed extra on production of related documents. No other charges including contractor's profit overhead expenses etc shall be payable on this account.**

(c)

Current Minimum Wages:

Driver (Skilled) - Rs. 788.00 per day (w.e.f 01.10.2022)

27. PAYMENT

- a. No advance payment shall be paid to the contractor. However, the Contractor shall submit his / her **monthly bill** in duplicate along with Trip Sheets duly filled in and signed by the User along with the following documents for necessary payment.
- i. Challans deposit towards EPF along with ECR.
 - ii. Challans deposit towards ESI.
 - iii. Copy of wage, attendance, OT register etc. duly signed.
 - iv. Proof of payments made on account of wages, OT, Bonus etc paid to drivers
 - v. Copy of NEFT statement for credit to beneficiary account related to payment of wages to the individual driver.

- b. AAI shall make payment by electronic payment (R.T.G.S.) within 40 days from the date of receipt of bills, subjected to fulfillment of all the required documents to process the bill.
 - c. In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.
 - d. Deductions, TAXES & OTHER CHARGES: All above payments shall be made subjected to deduction of **security deposit, Income Tax, Labour Cess etc** as per contract and statutory requirements. The Security Deposit will be released only after the successful completion of the defects liability period.
28. The contractor has to deposit PF & ESI as applicable to their staff regularly as per prevailing rules, failing which recovery / withheld @ **27% & 10 %** of wage against PF & ESI respectively from their R/A bills shall be made.

The contractor is also required to pay bonus as per prevailing guidelines to their workman employed, failing which recovery/ withheld @ double rate of prevailing rule against bonus from their R/A bill shall be made.

29. MODE OF MEASUREMENT FOR PAYMENT:

- a. The K.M. run will be calculated from authenticated Log Books.
- b. While computing the distance in Kms, the distance covered for taking the vehicle for repair, RTO passing etc. will not be taken into consideration i.e. the number of kms. that are covered furtherance of performing the scheduled duty will not be taken into consideration.

Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.3 in case of normal service and 0.2 in case of 24x7 service

Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid.

30. CONTRACTORS OBLIGATIONS & LIABILITIES:

- a. The contractor shall on award of the contract, furnish the list containing names and addresses of his Drivers along with police verification report of each workman so as to enable the AAI to check the character and antecedents and to provide temporary permits to operate the vehicle within the restricted area(s). The contractor shall get AAI's approval for the staff to be engaged.
- b. The contractor shall arrange driver having suitable driving license and obtain police verification, Aerodrome Entry Permit (AEP issued by AAI/BCAS) & Aerodrome driving Permit (ADP issued by AAI) and vehicle pass within 30 days of acceptance of his tender/award of work, failing which AAI reserves the right to terminate/cancel the contract.
- c. The Contractor shall arrange Character & Antecedence Verification Certificate from the Police Authorities and pay fees as required for Airport Entry Pass to be issued by the BCAS/AAI and necessary Driving Permit from the concerned Airport officials in respect of Drivers and Vehicle Entry Pass for the use of Vehicle inside Operational areas of the airport.
- d. The contractor shall at his own cost maintain sufficient number of experienced Drivers holding valid driving license for smooth and efficient running of the vehicles.
- e. It shall be the sole liability of the contractor (including the Contracting firm/company) to obtain and to abide by all necessary licenses/permission from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act 1970 in respect of Contract of AAI. It shall also be ensured that Minimum Wages as per Central Government, are being paid to drivers.

- f. The Contractor shall submit a list of his Drivers who will be deployed along with their Bank Account No/ e-payment details for disbursement of salary by the contractor and any other relevant details as per requirement of this contract.
- g. The PF account No & ESI No of the workers deployed by the contractor for this contract shall also be submitted within one month from the date of award of the contract.
- h. The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970 the Inter-State Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Child Labour (Prohibition and Regulation) Act 1986, the Payment of Wages Act, 1936 the Workmen's Compensation Act, 1923, Employees Liability Act 1938 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time irrespective of number of contract workers engaged by contractor.
- i. The contractor shall continue to have valid PF and ESI registration till conclusion of the contract. AAI reserves the right to not to release any payment if ESI and PF contributions are not paid by the contractor and proof to that effect have not been produced regularly by the contractor. Non-production of PF and ESI challans of monthly contributions before its due date but not later than 21st of the every month by the contractor, shall be liable for action against the contractor and also suitable penalty shall be levied by the AAI as deemed fit.
- j. The contractor has to produce the photocopy (self-attested) of the Challan of the P.F & E.S.I.C paid to the concerned Regulatory Bodies, Statement of minimum wages paid through cheque or e-payment details thereof, for each month to their manpower at the time of submission of bills. No payment shall be made to the firm without submission of these documents for verification.
- k. The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month through Bank Account transfer. The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him for the Contract.
- l. Contractor shall be responsible for compliance with all obligations and restrictions imposed under the Motor Vehicle Act and rules made there under as applicable on date.
- m. The Contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor, by third parties or by central, authority or any political subdivision thereof. The contractor shall comply with the provisions of labour laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension if any.
- n. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

31. WORKMAN'S INSURANCE

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

32. LIQUIDATED DAMAGES / DEFAULTS & RECOVERIES (will be as follows or as per GeM SLA whichever is higher)

- a. In case of breakdown of any vehicle, the contractor shall replace the vehicle immediately within two hour. Failure to replace the vehicle, will entitle AAI to deduct an amount of Rs. 300/- per hour of delay, if not provided replacement within two hours, in addition to reduction on pro-rata basis, subject to a maximum of Rs.3000/- per day.
- b. In case the vehicle does not report at all for duty on any day, a sum of Rs.3000/- per day will be imposed as penalty in addition to deduction of approved hiring charge on prorata basis.
- c. On any day if it found that the vehicle is not having valid R.C., PUC, Insurance certificate and Vehicle Pass, penalty of Rs 3000/- per day will be imposed.
- d. On any day if it is found that the driver is not reporting to duty with valid D.L., Police Verification, AEP and ADP, penalty of Rs 3000/- per day will be imposed.
- e. If a driver is found missing while on duty from the duty spot without intimation to the user and/or misbehaves with the User and/or disobeys the instructions of the User, a penalty of Rs.500/- will be imposed per occasion and recovered from the RA bills.
- f. In case the contractor fails to provide the vehicle requisitioned, the AAI reserves the right to hire such vehicles from the open market in addition to making above expenditure/recoveries from the dues of contractor.
- g. In case milometer is not repaired within two days, penalty of Rs.1000/- per day will be imposed.
- h. In case any unauthorized person or material is lifted in the vehicle deputed for AAI duty, penalty of Rs. 1000/- for each incident shall be recovered from the contractor.
- i. A penalty of Rs.1000/- per day in 1st instance and that of Rs.1500/- per day in the 2nd instance, will be imposed if the milometer of vehicle is found tampered or making excess claim of mileage and the contract will be terminated on 3rd instance in case the incident repeats again.

- j. In case the Trip Sheet / Log Book are tampered by the contractor / his driver, a penalty of Rs.1000/- per occasion shall be imposed.
 - k. In case of contractor is not able to make payment of drivers within 7th day of next month recovery of Rs 200/- per day per driver will be made from their RA bills subjected to a maximum of Rs 1000/- per month per driver.
33. The disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract of breach thereof shall be settled through:
- a. **Dispute Resolution Mechanism and Arbitration:** - Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter: i. If the contractor considers any work demanded of him to be outside the requirement of the contract, or disputes any drawing, record or decision given in writing by the Officer-in-Charge or if the Officer in Charge considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed such party shall promptly within 15 days of the arising of the disputes request the Executive Director (Technical)/Regional Executive Director/Member (Ops) /Chairman, AAI as the case may be, who shall refer the dispute to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any, in respect of each such disputes. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from the Executive Director (Technical)/Regional Executive Director/Member (Ops) /Chairman, AAI. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate / legal counsel etc. If the Dispute Redressal Committee (DRC) fails to give its decision within aforesaid period or any party is dis-satisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Executive Director (Technical)/Regional Executive Director/Member (Ops) /Chairman, AAI as the case may be for appointment of Arbitrator on prescribed proforma as per Appendix-I. under intimation to the other party. It is also a term of contract and each party invoking Arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking Arbitration. The Executive Director (Technical)/Regional Executive Director/Member (Ops) /Chairman, AAI shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Officer in Charge to Executive Director

(Technical)/Regional Executive Director/Member (Ops) /Chairman, AAI for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. In the event of:

- a) A party fails to appoint the second arbitrator, or
- b) The two appointed arbitrators fail to appoint the Presiding Arbitrator, then Member (Ops) / Chairman, AAI shall appoint the second or Presiding Arbitrator as the case may be.

ii Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having Sole Arbitrator where tendered amount is Rs. 300.00 Cr or less. Where tendered value is more than Rs. 300.00 Cr., Tribunal shall consist of three arbitrators as above. The requirements of the arbitration and the conciliation act, 1996 (26 of 1996) and further modified Act in 2015 and any further statutory modifications or reenactment thereof and the rules made thereunder and for the time being in force shall be applicable. It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts, claimed, if any, in respect of each such disputes along with the notice for appointment of Arbitrator and giving reference to the decision of the DRC. It is also term of this contract that any member of Arbitration Tribunal shall be a graduate engineer with experience in handling public works, engineering contracts at a level not lower than Chief Engineer. This shall be treated as mandatory qualification to be appointed as Arbitrator. Parties, before or at the time of appointment of Arbitral Tribunal may agree in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015. Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the Appointing Authority, the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him and in all cases where the total amount of the claims by any party exceed Rs. 1,00,000/-, the Arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The place of the arbitration shall be as described by competent authority. In case there is no mention of place of arbitration, the Arbitral Tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.

34. TERMINATION OF CONTRACT

Subject to other provisions contained in this clause, the Officer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract any of the following cases:

- i. If the contractor having been given a notice by the Officer-in-Charge in writing to rectify,

reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Officer - in-Charge.
- iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date on or before such date of completion, and the Engineer in Charge without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Engineer in Charge, the contractor will be unable to complete the same or does not complete the same within the period specified.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer -in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in AAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AAI.
- vi. If the contractor shall enter into a contract with Airports Authority of India in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Officer -in-charge.
- vii. If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits any breach of Integrity Pact.
- viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Officer-in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Officer-in-Charge on behalf of the Chairman, AAI shall have powers:

a. To determine the contract as aforesaid so far as performance of work by the Contractor of work is concerned (of which determination notice in writing to the contractor under the hand of the Officer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.

b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor or any other means to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Officer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Officer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

35. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Officer-in-charge on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

36. **EXTRA ITEMS & PRICING:** In case of extra item(s) (items that are completely new, and in addition to the items contained in the contract) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and Officer-in-charge shall within six weeks of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

If there is any requirement of material/service(s) at site which is not available in AAI then contractor has to procure from market and close the complaint/requirement as soon as possible. Contractor will provide the tax invoice for the same and the payment for such material/service(s) will be given along with 15% OH & CP in running/final bill as an extra item.

37. **SUBLETTING OF CONTRACT: -**

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

38. **CONTRACT AGREEMENT**

The General information & Guidelines (GIG) & all the special conditions of contract etc as specified above and Work order placed on Successful Tenderer, Bid Document of GeM Portal or any other relevant letter, shall form the part of the agreement to be made with the AAI.

The contract agreement shall be executed on a non-judicial Gujarat Stamp Paper of value Rs.300/- as per AAI format and the cost of the same shall be borne by the Contractor.

(TO BE SUBMITTED ON COMPANY'S LETTERHEAD)
UNDERTAKING
UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Name of work: **"Hiring of Vehicles for AAI Surat Airport (2022-23/I)"**.

The bid documents for the work of "Hiring of Vehicle(s) for AAI Surat Airport for 02 years (2022)" have been issued to us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and condition of the tender documents available on GeM Portal, which shall form part of the contract agreement and I/we shall abide by the conditions/clauses contained therein.

I / We hereby unconditionally accept(s) all the tender conditions of AAI's tender documents in its entirety for the above works.

The contents of bid documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/condition (except unconditional rebate on quoted rates if any) in the bid and the same has been followed in the present case. In case, the provisions of the tender, if found violated after opening financial bid, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD.

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 asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI.

The required earnest money for this work has been paid online as per the Scope of Work & Job Description and same has been uploaded on GeM Portal.

Date:

Signature of Bidder / Authorized Signatory (with Company Seal)

(TO BE SUBMITTED ON COMPANY’S LETTERHEAD)
UNDERTAKING
NON-BLACKLISTING / DEBARRING OF FIRM

Name of work: **“Hiring of Vehicles for AAI Surat Airport (2022-23/1)”**.

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

Our firm is not restrained/ debarred/ blacklisted by AAI or Central / State Govt. depts/PSUs/ World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.

None of Proprietor/Partners/ Board Members/ Directors of M/s..... (Name of Firm) has remained Proprietor/ Partner/ Board Member/ Director in any firm which stands debarred/ blacklisted by AAI or Central / State Govt. depts/PSUs/ World Bank/ ADB etc. and the debarment is not in force as on last date of submission of proposal.

Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable to for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc.as deemed fit.

Date:

**Signature & Name of the Bidder / Authorized Signatory (with
Company Seal)**

Place:

(TO BE SUBMITTED ON COMPANY’S LETTERHEAD)

UNDERTAKING REGARDING COMPLIANCE OF MINIMUM WAGES

Name of work: **“Hiring of Vehicles for AAI Surat Airport (2022-23/I)”**.

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

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

Date:

Name & Signature of contractor / Firm (with rubber stamp)

NOTICE FOR APPOINTMENT OF ARBITRATOR
[Refer Clause 33]

To,

.....
.....
.....

Dear Sir,

In terms of clause 33 of the agreement, particular of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm /Partnership Firm/Ltd. Co.
3. Full address of the applicant.
4. Name of the work and contract number in which arbitrator sought.
5. Name of the office which entered into contract.
6. Contract amount in the work.
7. Date of contract.
8. Date of initiation of work.
9. Stipulated date of completion of work. 10. Actual date of completion of work (if completed).
11. Total number of claim made.
12. Total amount claimed.
13. Date of intimation of final bill (if work is completed).
14. Date of payment of final bill (if work is completed).
15. Amount of final bill (if work is completed).
16. Date of request made to ED for decision.
17. Date of receipt of ED's decision.
18. Date of appeal.
19. Date of receipt of decision on our appeal.

Specimen signature of the applicant
(Only the person/authority who Signed
the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.
- 3.
- 4.

Yours faithfully
(Signature)

Copy to:

1. The Officer-in-charge