



AIRPORTS AUTHORITY OF INDIA

CIVIL AERODROME VADODARA

SECURITY SECTION TENDER DOCUMENT

Name and Address of the firm:

:

Telephone & Mobile No.:

Email Address (if any):

Name of Work:

Job contract for provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara-390022 for a period of 02 (Two) years through GeM.

GeM ID NO: -

(Visit us at www.aai.aero and <https://gem.gov.in>)

AIRPORTS AUTHORITY OF INDIA
Vadodara Airport

NAME OF WORK: - Job contract for provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara-390022 for a period of 02 (Two) years through GeM.

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Certified that this tender document contains total 38 pages (Forty pages only)
(Excluding Name Page and Table of content)

AIRPORTS AUTHORITY OF INDIA

Civil Aerodrome, Vadodara – 390022

AAI/VAD/APD/SEC/GEN-16/2022-23/

Date: 12/08/2022

Section A: NOTICE INVITING TENDER (2 Envelope Open Tender)

Tender Id: GeM id:

Item Rate tenders are invited through the GeM portal by Airport Director, Airports Authority of India, Civil Aerodrome, Vadodara – 390022 on behalf of Chairman, AAI from the eligible contractors for the work of “**Job contract for provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara-390022**” for a period of **Two years (24 Months) through GeM.** at an estimated cost of **Rs. 27,38,738/- (Rupees Twenty-Seven Lakh Thirty-Eight Thousand Seven Hundred Thirty-Eight only)**. Estimated cost put to tender is inclusive of minimum wages as per prevailing labour rates, Uniform charges, Extra payment for performing duties on 03 National Holidays and on Labour Day, contractor’s profit (Service Charges), Reimbursement of EPF, ESI, Bonus & GST as applicable as per Government of India guidelines prevailing and revised from time to time on submission of proof of payment.

The same contract can be further extended further for a period up to **06 (Six) Months** at the discretion of AAI and satisfactory performance of work by contractor on same terms and conditions of Tender document.

1. The tendering process is online at e-portal URL address www.gem.gov.in. Aspiring bidders may download and go through the tender document.
2. Prospective tenderers are advised to get themselves register at Gem portal, obtain “Login ID” & “Password” and go through the instructions available in the home page after login to the Gem Portal www.gem.gov.in. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender.
3. For any technical issues, Help Desk of GeM Portal may be contacted. For clarifications relating to the tender(s) published kindly contact the Bid Manager/Tender Inviting Authority as per contact details given below via e-mail on all working days from **09.30 hrs to 18.00 hrs** (Except Saturday, Sunday and Gazetted Holiday).
CSO, AAI, Vadodara: cso_vabo@aai.aero
4. All bid procedure related queries be referred to HELP DESK GeM portal only. Please note that under no circumstances bid procedure related queries shall be referred to the Bid inviting authority.

5. CRITICAL DATE SHEET

Publishing Date	13/08/2022 at 15:00 PM
Bid Document Download / Sale Start Date	13/08/2022 from 15:00 PM
Bid Submission Start Date	13/08/2022 from 15:00 PM
Bid Submission End Date	24/08/2022 up to 15:00 PM
Bid Opening Date (Envelope – I) PQQ / Technical Bid	24/08/2022 at 15:30 PM
Bid Opening Date (Envelope – II) Price Bid	01/09/2022 at 11:00 AM (Tentative)
Earnest Money Deposit (EMD)	Rs. 54,775/- required to be paid online through NEFT/RTGS mode to AAI, Vadodara.

Note: If any of the date mentioned in above critical date sheet happens to be Closed Holiday, then the concerned action as mentioned against respective date shall be done on next working day.

Earnest money deposit (EMD): Earnest money deposit (EMD) Rs. 54,775.00- will be required to be paid online through NEFT/RTGS mode to AAI, Vadodara. Bank details for making online payment is given below.

Bank account particulars are as follows:

Name of the A/c Holder	AAI VADODARA REVENUE COLLECTION ACCOUNT
Name of the Bank	State Bank of India
Name of the Branch	Airport Circle, Vadodara (60332)
Current A/c No.	33814709100
Branch Code	60332
IFSC Code	SBIN0060332
MICR Code No.	390002067
Permanent A/C No.	AAACA6412D
Contact Person	Mr. A.K. Mishra, AGM (Fin)
Email ID	jgmfin.vadodara@aai.aero
Telephone No.	0265-2486880

Note: Only online payment of Earnest Money Deposit (EMD) shall be accepted and considered. Payment of EMD in the form of Cash / Demand Draft or any other form (other than online) mode shall not be accepted. Also, no documents in physical form shall be entertained/accepted and those bidders shall be summarily rejected and no claim in this regard shall be acceptable later on.

6. Pre-Qualification Criteria of Contractor/ Firms-

6.1. Prior Work experience:

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. 10.96 Lakh or two works each of Rs. 13.69 Lakh or one work of Rs. 21.91 Lakh in single contract of similar nature of work i.e. Private Security Activities during last seven years ending on 31/03/2022.

“The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid”.

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

Firms showing work experience certificate from non-government/ non-PSU organizations should submit copy of tax deduction at sources certificate (form 16A) in support of their claim for having experience of stipulated value of work.

6.2. Prior Turnover:

Should have annualized average financial turnover of **8.22 Lakh** against works executed during last three years ending 31st March of the previous financial year (2021-22). As a proof, **CA certified** copy of Abridged Balance Sheet along with Profit and Loss Accounts Statement of the firm should be uploaded. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected. **All submitted CA Certified documents ie Turnover Certificate, Accounts Statements must contain UDIN clearly mentioned over it.**

6.3. Should have valid Permanent Account Number (PAN).

6.4. Should have Goods & Service Tax (GST) Registration.

6.5. Should have valid EPF Registration.

6.6. Should have valid ESIC Registration.

6.7. Should have Valid MSME / NSIC/ Udyam/ Certificate of Recognition for Start-ups issued by DPIIT or equivalent registration certificate, as applicable, for bidder seeking exemption in payment of EMD, Prior Work Experience & Prior Turnover. Registration/Recognition mentioned in such certificates should be in similar nature of services viz. Private Security Activities with NIC Code-80100 (Refer para 8.2)

Note: Bids of such bidders will be summarily rejected without assigning any reason, if they fail to pay EMD, Work experience certificate and Turnover Certificate on GeM Portal or do not upload scan copy of registration/recognition certificate in similar nature of services viz. Private Security Activities with MSME / NSIC/Udyam/Certificate of Recognition for Start-ups issued by DPIIT or equivalent organisation if seeking exemption from paying EMD, Prior Work Experience & Prior Turnover) (Refer para 8.2)

7. Mode of submission of bid:

Documents in following 2 Envelopes/Packs shall be submitted online at GeM portal by the bidder as per details given below. Uploading in location other than specified below shall not be considered for evaluation.

8. Envelope-I (Prequalification / Technical Cover): Following documents should be uploaded in “Prequalification / Technical Cover” of GeM portal

8.1. Technical Bid Documents / Prequalification Bid Documents

8.1.A. Scan copy of Signed Unconditional Acceptance of AAI’s Tender Conditions on organisation letter head

(Note: Performa given in Page No.26-27 (**Annexure-I**) of Tender Document)

8.1.B. Scan copy of Signed Tender Form

(Note: Performa given in Page No.28-29 (**Annexure-II**))

8.1.C. Work Experience Certificate signed & seal from Client as per para 6.1

(Note: The certificate should show the nature of work done, the value of work done, date of start, date of completion as per agreement, actual date of completion and remarks on satisfactory completion of work.

Tax deduction at sources (TDS) certificate (form 16A), in case the work experience certificate is from non-government/ non-PSU)

8.1.D. Scan copy of PAN Card

8.1.E. Scan copy of GST Registration Certificate

8.1.F. Scan copy of CA Certificate for Average Annual Turnover for last three financial year, Abridged Balance Sheet showing Profit and Loss account statement as per para 6.2

(Note: All submitted CA Certified documents such as Turnover Certificate, Account Statements etc. must contain UDIN clearly mentioned over it)

8.1.G. Scan copy of EPF Registration Certificate.

8.1.H. Scan copy of ESIC Registration Certificate.

8.1.I. Scan copy of requisite registration certificate with MSME / NSIC / Udhyaam Registration/ Certificate of Recognition for Start-ups issued by DPIIT or equivalent (Refer 8.2)

8.1.J. Declaration as per Annexure-III at Page No. 30

8.1.K. Scan copy of duly notarised affidavit executed on Rs.300/- on Non-Judicial Stamp Paper in the format as per Annexure -IV given at Page No.31 for Minimum wages.

8.1.L. Undertaking for “Registered under GST and compliant of GST provision” as per the pro forma at Annexure-V at Page 32.

8.1.M. Scan copy of undertaking regarding “Debarment/Blacklist” on company/organisation letter head as per the proforma at Annexure-VI at Page 33.

8.1.N. Scan copy of payment of Earnest money deposit (EMD) online or MSME / NSIC / Udhyaam registration/Certificate of Recognition issue by DPIIT in similar category, if seeking exemption in payment of EMD.

8.1.O. Scan copy of e-payment details as per Annexure-IX at Page no 40.

8.1.P. Memorandum of Association or Partnership agreement/deed or Proprietorship Registration showing details of Directors/Proprietor/Partner

8.1.Q. PSARA License valid for Gujarat.

(Note: All the Affidavits/Undertakings must be sworn/executed after date of release of Tender/Bid on GeM Portal)

8.2. Exemption from paying EMD, Prior Work Experience and Prior Turnover: -

The following procedure is to be adopted for the MSEs/Recognised Start-ups bidders registered with **NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handloom or Recognised by DPIIT or any other body specified by the Ministry of MSME for goods produced and services rendered by MSEs/Start-ups for which they are registered:**

- 8.2.A. Bidders registered with above organisation of Government of India in similar nature of services i.e. Private Security Activities with NIC Code-80100 shall be exempted from **paying EMD, Prior Work Experience and Prior Turnover.**
- 8.2.B. Bidders seeking exemption and benefits should upload self-attested scanned copy of valid Registration Certificate/Certificate of Recognition issued by DPIIT in similar nature of services i.e. Private Security Activities giving details of such validity services etc. in Envelope-I
- 8.2.C. In case Registration Certificate/Certificate of Recognition is found invalid during evaluation, the bid of such bidder shall be rejected and action shall be taken as per rules & regulation of AAI.

9. Envelope-II (Financial bid):

All rates shall be quoted in the format provided in GeM portal only. No other format is acceptable.

NOTE: 1) Bid of those bidders who quote bid for an amount less than prevailing minimum wages as on date 01.04.2022, Statutory payments like PF, ESIC, Bonus, GST and Minimum service charge of 0.85% (inclusive of GST) which amounts Rs. 24,04,584.59 shall not be considered for L-1 and shall be summarily rejected without assigning any reasons.

10. Bids opening process is as below:

10.1. Envelope -I (Prequalification / Technical Cover):

Envelope I (Technical cum pre-qualification cover) shall be open first as per date mentioned in critical date sheet.

The bids of those contractor/firms will be accepted who have uploaded required documents as per Technical cum pre-qualification list given above at para 8.1

The Technical cum Prequalification documents of contractors/firms who have uploaded documents as per para 8.1 will be scrutinized as per list of Prequalification bid documents and any shortfall document, if required, will be asked from Agency through GeM Portal only. The bidder shall upload the requisite clarification / documents on GeM Portal within time specified by AAI, failing which bid will be liable for rejection.

The bids of those contractors will be accepted who are found qualified as per Technical cum Prequalification Criteria. The final evaluation of bids of each contractor/firm will be done & eligibility for opening of financial bid will be informed through GeM Portal to Agencies.

10.2. Envelope -II (Finance Cover):

The financial bids of the contractors/firms will be opened who are found to be meeting the qualifying requirements and technical criteria, and whose bids are accepted during technical & PQ criteria evaluation (Envelope-I).

11. Refund of EMD: The refund of EMD to bidders who fail to qualify in the eligibility / technical criteria, shall be initiated online within 15 days of opening of Envelope-I. For all tenderers who qualify and their financial bids are opened, their EMD of all such tenderers, except L-1, shall be refunded to their source account via on line mode only within 15 days of opening of Envelope-II.

12. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason. AAI also reserve the right to award the whole OR part of the work to a contractor.

13. AAI reserve the right to reject bids of working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restart/ Temporary /permanent debar by any department of AAI.

14. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award of the work). If at any stage, any information/ documents submitted by the applicant / Agency is found to be incorrect /false or have some discrepancy, which disqualifies the firm /Agency, then AAI shall take the following action:

The agency shall be liable for debarment from tendering in AAI in all future tenders, apart from any other appropriate contractual/ legal action.

15. Consortium / JV companies shall not be permitted. No single firms shall be permitted to submit two separate applications.

16. AAI is not responsible for delay due to link failure / internet problem etc. in respect of submission / receipt of any document or in submission of E-bid. Bidders who are intending to submit E-bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the bidder to make sure that the required documents / E-bids is submitted in time on GeM portal.

17. The quoted rate to include statutory labour components of PF, ESI and Bonus as per the prevalent Govt. guidelines. All such payment will be reimbursed on production of documentary evidence/ proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities. GST or any additional statutory taxes levied by Govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the CSO”.

No escalation on item is applicable, however agency will be entitled to get Reimbursement of hike in minimum wages, PF, Bonus, ESI contribution on production of documentary evidence.

18. Concessions to MSEs (Micro and Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom or Udyam Registration Memorandum or any other body specified by Ministry of MSME units will be given as per the provisions (para-10) of Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 as well as for Start-ups recognized by DPIIT as per guidelines issued by Govt.
19. This NOTICE INVITING e-TENDER shall form part of the contract documents.

**Airport Director
Airports Authority of India
CA Vadodara.**

AIRPORTS AUTHORITY OF INDIA

Vadodara Airport

SECTION –B: GENERAL CONDITIONS OF CONTRACT (GCC)

1. Bids are invited on behalf of Airports Authority of India for the work as mentioned in the summary of tender document.
2. The bid shall be in the prescribed form. Bids are invited on the basis of 02 (Two) bid system as detailed in NIT via GeM portal. Bid validity is of 180 days.
3. The time period of contract shall be for **24 (Twenty-Four) months ie 731 days (Seven Hundred Thirty-One) days** from the date of taking over of contract and contract may be extended for further up to **06 (Six) months** at the discretion of AAI and satisfactory performance of work by contractor on same terms and conditions of NIT.
4. The Contractor shall not submit more than one bid. If he do so, all the bids submitted by him shall be summarily rejected
5. No two or more concerns/firms in which an individual is interested as Proprietor and/or Partner shall bid for the execution of the same works, if they do so, all such bids shall be liable to be rejected.
6. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors bearing on the execution of the nature of specified job.
7. **All rates shall be quoted in Price Bid as per Performa of GeM portal only.**
8. Notification of award of contract will be made in writing to the successful bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering lowest evaluated bid in financial bid in conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any bid or to give any reason for his decision.
9. A responsive bidder is one who submits priced bid and accepts all terms and conditions of the specifications and contract documents without any major modifications.
10. A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities OR liabilities of the Bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms and conditions of the bid, which are not acceptable to AAI, shall also be treated as a major modification. A

bidder shall submit a responsive bid, failing which his bid will be liable to be rejected.

11. On acceptance of the bid, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from Airports Authority of India shall have to be submitted.
12. Taxes as applicable in respect of this contract shall be payable by the contractor and may be deducted at source. Airports Authority of India will not entertain any claim whatsoever in this respect.
13. This tender document shall form part of the contract document/agreement.
14. All the bidders must indicate the capacity & authority of the individual signing tender.

AIRPORTS AUTHORITY OF INDIA
Vadodara Airport

SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-1 (SCC Part-1)

NAME OF WORK: Job contract for provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara-390022 for a period of 02 year through GeM.

The following special conditions shall be read in conjunction with AAI General Conditions of Contract & NIT. If there are any provisions in the special conditions of contract which are at variance with provision of General Condition of Contract (AAI). The provision in these special conditions shall take precedence.

1. It is contractor's responsibility to recruit suitable persons for carrying out the work entrusted under this contract and they shall be contractor's workmen and AAI has no responsibility whatsoever in regard to the workmen so employed by the agency for executing the aforesaid contract. If performance of any person deployed by the contractor is not satisfactory, the same staff has to be replaced immediately.
2. All workmen deployed for the job shall have good moral character, health and physique and contractor shall be responsible for the character and antecedent of the workmen of the contractor. All the deployed persons have to work during the entire month.
3. The contractor on the instruction of **CSO** should dismiss or remove from the work, any person or persons in the contractors' employment who may be incompetent or breaches safety & Security rules & regulation of Airport or do such act which amounts to misconduct as per AAI Rules & Regulation. The contractor shall forthwith comply with such requirements.
4. It shall be contractor's responsibility to obtain the license under the contract Labour (Regulation & Abolition) Act, 1970, and the license shall be kept valid by renewing it from time to time as required by the said act.
5. The contractor shall, in particular, comply with all the conditions stipulated by the licensing authority in the license granted, under Section 12 read with Rule 25 of the Contract Labour Act and the Contract Labour Rules, and in particular it shall be contractor 's responsibility to ensure:
 - a) That workmen employed by contractor for executing the above contract are not to be paid at less than the minimum wages fixed by the Government or by any Agreement or Settlement or by the Commissioner of Labour, as the case may be.
 - b) Similarly, contractor shall ensure that the working hours and other service conditions are the same as stipulated in the contract.

- c) It shall be contractor's responsibility to provide all the amenities/ facilities required to be provided to workmen under the Contract Labour Act, and in particular provision of canteen service to workmen, rest room, drinking water facility, latrines and urinals and first aid facility.
 - d) Contractor shall maintain all registers and records required to be maintained under the various labour enactment and the rules framed therein.
 - e) Contractor shall ensure that the disbursement of wages is done through on line and submit proof of remittance to CSO or his authorized representative, who will verify the payment, as required by law and authenticate the entries made in the wages register in token of his having witnessed the actual disbursement of wages.
 - f) The workmen employed by contractor on AAI premises for executing the above contract shall be under contractor's disciplinary jurisdiction. They shall, however, be subject to the overall discipline of the AAI.
 - g) If any of contractor's workmen employed on AAI premises commit any misconduct it shall be contractor's responsibility to take discipline action against them in accordance with law.
 - h) Contractor shall fully comply with the provisions of following labour enactment as may be applicable:
 - I. Factory Act, 1948
 - II. Payment of Wages Act, 1936
 - III. Employee's State Insurance Act, 1948
 - IV. Employee's Provident Fund Act, 1952
 - V. Payment of Bonus Act, 1965
 - VI. Any other labour enactment that may applicable to you or to your workmen for execution of the labour contract
6. It is clearly understood by and between the parties that the workmen employed by the contractor on the AAI's premises for execution of the above contract shall be workmen of the contractor and the AAI shall not be held directly or indirectly responsible for any of the liabilities of the contractor in respect of the workmen claim to be direct employees of the AAI.
7. The workmen employed by contractor will have no claim whatsoever on AAI and shall not raise any industrial dispute, either, directly or indirectly, with or against AAI, in respect of any of their service conditions so long as they are employed on AAI premises for the execution of the above contract.
8. In order to ensure that no liability on the part of AAI, it is agreed between the parties that the Security Deposit/Performance Security deposited will be released on the submission of labour clearance certificate from the Local Labour Enforcement Office (Central). So that ,if there is any claim made by workmen regarding their dues, the

same can adjusted against the balance money, so kept, provided you have not paid the said legal dues.

9. Compensation for short supply: If the staff employed by the contractor fail to attend the office in any working day, compensation as per agreed rate portal + applicable penalty will be deducted from the bill.
10. The price quoted shall be inclusive of minimum wages as prevailing labour rates, Uniform charges, Extra payment for performing duties on 03 National Holidays (Republic Day, Independence Day, Gandhi Jayanti) and on Labour Day, contractor's profit (Service Charges), Reimbursement of EPF, ESI, Bonus & GST as applicable as per Government of India guidelines prevailing and revised from time to time on submission of proof of payment. In case of any increase in minimum wages during the contract period, same shall be reimbursed to contractor on production of documentary evidence or vice-versa. No additional payment such as contractor profit will be reimbursed due to increased wages. The current rate of minimum wages **(w.e.f. 01.04.2022)** as prescribed by CLC for Class B City (Vadodara) is given as for reference: **Watch and Ward: Rs.734 /- per day (Without arms)**
11. The difference in minimum wages based on the actual payment made to the labour will be paid to the contractor on revision of minimum wages by the office of Regional Labour Commissioner (Central) or vice-versa. The labour wages are revised twice in the year by the office of Regional Labour Commissioner (Central). The contractor has to submit the proof for the payment of wages to the labour for reimbursement of difference of wages. However, no additional amount such as contractor's overhead & profit will be paid on this reimbursement.
12. **The payment of wages should be made to the employed manpower / labours account through RTGS / NEFT by the 10th of every successive month. Delay in payment will attract a penalty of Rs. 50.00 per day per employee and will be paid by the contractor to his employee along with salary.**
13. The contractor should employ only those work men who satisfies the eligibility criteria & found suitable after screening / interview. The decision of CSO in this regard shall be final and binding.
14. The working hours per shift shall be as per operational requirement or as decided by CSO or his authorized representative. The contractor shall ensure that workmen employed by him shall adhere to timing as per shift. Any late coming / early leaving shall be deducted from bills of contractor on pro-rata basis along with penalty considering normal duty of 8 hours per day.
15. The contractor should quote the rates very carefully in price bid format of GeM Portal considering current rates of minimum wages (Watch and Ward (Without arms)-03 nos. manpower) which shall include following cost components:
 - a) Minimum wages rates as applicable
 - b) Extra payment for 04 National Holidays (Republic Day, Independence Day,

- and Gandhi Jayanti), and for Labour Day.
- c) Reimbursement of PF, ESIC, Bonus & GST
- d) Cost of 2 set of Uniform
- e) Contractor profit (Service Charges)

16. Employees Provident Fund & Miscellaneous Provident Act 1952 and State Insurance (ESI) Act, 1948.

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, and ESI Act, 1948, amended from time to time and rules framed there under. Some of the provisions are given below:

- a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation, while submitting tender and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
- b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No before taking over of contract.
- c) The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.
- d) The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.

AAI reserves the right to withhold 27% for EPF contributions & 5% for ESI contributions from the total amount of running bill for that particular month, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.

- 17. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account. No. & ESI Registration number within one month from award of work.
- 18. Before deploying the worker, contractor shall submit declaration form duly signed by worker and counter signed by employer along with qualification certificate, experience certificate, police verification, Address proof, Identity proof and photo etc. to CSO for verification.
- 19. The Contractor has to make applicable extra payment as per prevailing rules for performing duties on all 03 National Holidays (Republic Day, Independence Day, and Gandhi Jayanti) and on Labour Day to each worker.
- 20. The contractor shall provide copies of EPF & ESI Electronic Challan cum Receipts of monthly contributions in respect of contract workers engaged for contract work on month to month basis. If PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dated, AAI reserves the

right to withhold 27% for EPF contributions & 5% for ESI contributions from total amount of running bill for that particular month.

21. Inspection of site:

The Contractor shall be deemed to have satisfied himself as to the nature of the site of work, local facilities of access availability etc. and all other matters affecting his prices for the execution and completion of work.

22. Sufficiency of tender:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works to be carried out which would cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works to be carried out.

23. Contractor's Representatives, Agents and workmen:

23.1 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.

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

24. Bye Laws:

The contractor shall comply with all bye-laws and regulations of local and other statutory Govt. authorities having jurisdiction over the works to be carried out/services to be provided and shall be responsible for payment of all fees and other charge and for giving and receiving of all necessary notices and keep the CSO or his successor in the office, informed of the said compliance with the bye- laws, payment made notices issued and received.

25. Payment:

25.1 The bill (e-invoice) shall be raised monthly by the contractor in triplicate along with following documents & records and be submitted to CSO by 15th of successive month. Payment of the same shall be made by AAI, (by Electronic Money transfer directly to the account) within 30 days subject to undisputed claim.

25.2 Statement of payment made in previous month in respect of provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI , Civil Aerodrome, Vadodara with regard to (a) Attendance, OT (b) Wage including VDA, (c) EPF, (d) ESI and (e) Bonus etc including deductions from each person's as individual contribution in each head as per Government norms and net payment made by the contractor to each person shall have to be submitted along the bill. In addition, any other records as per prevailing provisions of labour laws issued by local Government Authority should also be submitted.

25.3 In the event of any dispute the decision of AAI shall be final and binding on Contractor.

26. Payment of Wages:

26.1 The payment to be made by contractor for the provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara for above said work shall not be less than minimum wages as prescribed by the Central Govt. for **Class B city (Vadodara)**. The contractor shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation and Abolition) Act. Minimum Wages Act, Bonus Act Gratuity Act, Employees Provident fund Act, Motor vehicles Act, Industrial Dispute Act, and other industrial enactments at his own cost and risk, in respect of all staff employed by him. If due to any reason whatsoever, the AAI is made liable for any acts of omissions and commissions under laws in force, it shall be payable by the contractor and all such liabilities shall be recovered by the AAI from any dues payable by AAI to the contractor and/or from security deposit/performance security of the contractor and available properties and sources of contractor through process of law.

26.2 Contractor Shall comply all statutory provision various acts in respect of provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI , Civil Aerodrome, Vadodara for said work like EPF, ESI, Labour License etc. in respect of manpower provided to AAI issued by appropriate Government authority and produce necessary voucher for proof of payment made to appropriate authority in respect of EPF, ESI, Bonus etc.in next month bill towards the manpower provided to AAI, Failing which their next month payment would not to be processed. The payment of wages should be made directly by the contractor to his workmen and not through any other agencies, in presence of AAI / his representative.

26.3 In case of non-payment of wages or any other dues of any workman engaged and provided for security of AAI residential colony to AAI by contractor, AAI reserves the right to make payment and to recover the amount of such payment including penalty from bill of contractor or from any amount payable to him under any contract or as debt payable by contractor.

26.4 Release of payment to the contractor each month shall be subject to the contractor satisfying the AAI that the contractor has paid prescribed minimum wages to his workers provided for security of AAI residential colony to AAI during the previous month and documents/proof submitted by contractor.

26.5 On award and commencement of contract within one month, contractor has to submit an affidavit on non-judicial stamp paper before the officer concerned that they are fully observing the Minimum Wage Act 1948, payment of minimum wages to labours, deduction of provident fund amount at the prescribed rate and timely deposit to the P.F. account in legal obligation under the Labour (Regulation and Abolition) Act 1970.

27. COMPLIANCE OF VARIOUS ACTS ON LABOUR:

- 27.1 Contractor has to obtain the valid labour license from the Regional Labour Commissioner before engaging and deputing the workmen at this site under the contract labour (R&A) Act, 1970 and the contractor labour (Regulation and Abolition) central Rules 1971. The labour license shall be valid for entire contract period and extension period of contract.
- 27.2 The contractor shall ensure regular and effective supervision and control for security of AAI residential colony work by their personnel deployed by him and give suitable direction for undertaking the contractual obligations.
- 27.3 The contractor has to comply with necessary statutory requirement on contract labour regulations and abolition act 1970 & any amendments thereof. Any violation for not following the labour laws shall be contractor's responsibility. In this regard, an affidavit in Rs.300/- non-judicial stamp paper shall be furnished by contractor as per format mentioned in Annexure-V.

28. RECORDS:

- 28.1 The contractor shall keep and maintain each and all records as required to be maintained by the contractor under the Contract Labour (Regulation and Abolition) Act 1970, the factories Act, the payment of Wages Act and /or any other applicable laws, rules or regulations, and shall furnish to the concerned officers/authorities in this behalf of any and all information, reports and return as are required to be furnished by the contractor under any such laws, rules or regulations.
- 28.2 The AAI shall be entitled at all times to carry out any check or inspection of the contractor's facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under provisions. Any violation shall, without prejudice to any other rights or remedies available to the AAI, constitute a ground for termination of the contract as though specifically set for under clauses of GCC thereof.

29. CHANGE IN QUANTITY:

The AAI reserves the right to vary the quantity of Man Power or group of Manpower (Increase or decrease) to be ordered as specified in the Tender as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the tender shall be limited to 50% of the original quantity ordered during the currency of the contract. Payment for the same shall be made on pro-rata basis.

30. The Authority will not be responsible for any injury sustained by the workers during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. To comply with all liabilities out of any provision of labour acts/- enactment's either in force or enacted from time to time during the execution of this contract shall be the responsibility of agency. Any expenditure incurred by the Authority to face the situation arising out of his workers

will be made good from his bills/security deposit/performance security. Further, more, the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.

31. The agency will carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards to the nature of service or as regards to the personnel driving the service, the Authority shall intimate to the agency who shall attend the complaints promptly.
32. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.
33. Contractor shall provide the photo identity card/badge to all his employees, indicating name, designation etc.
34. If the AAI is not satisfied with the conduct, behavior etc. of any of the staff/ operating crew of contractor, the contractor shall replace the person concern as per advice of the AAI.

35. PENALTY:

As per Point No 5 (Deductions) of GeM Service Level Agreement and Packages (Manpower Outsourcing Services- minimum Wages)

36. ARBITRATION AND LAWS:

- 36.1 Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions wherein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawing, specifications, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof shall be referred to sole arbitration as may be appointed by the Chairman, Airports Authority of India, There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons. The Chairman, Airports Authority of India at the time of such transfer, vacation of office inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be, entitled to proceed with the reference from the stage at which it was left by predecessor. It is also in term of this contract that no person other than a person appointed by Chairman, AAI as aforesaid should act as arbitrator and if for any reasons, that is not possible, the matter is not to be referred to arbitration in all cases where the amount of the claim is dispute is Rs.50,000/- (Rupees Fifty Thousand only) and above, the arbitrator shall give reasons for the award. Subject as aforesaid the provision of the Arbitration and conciliation Act 1996 or any statutory modification or re-

enhancement thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. In case of disputes between two Govt. of India Undertakings, provisions as mentioned in Bureau of public Enterprises letter No Bre/GI-001/16/MAN-2(100-75-BPE) (GM-1) dated 01.01.1976 and its amendment from time to time shall apply.

36.2 It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent or the parties extend the time, for making and publishing the award.

36.3 The work under the contract shall, if reasonable possible, continue during the arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings.

36.4 The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

36.5 The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

36.6 The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

This contract shall be governed by the Indian Laws for the time being in force.

37. Dispute Resolution Committee

37.1 If dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the engineer, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) appointed by RED.

37.2 DRC thus constituted may act as 'conciliator' and will be guided by principles of 'Conciliation' as included in part III of Arbitration & Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.

37.3 DRC may likely to give its report within 45 days of its constitution.

38. TERMINATION OF CONTRACT

- 38.1 Without prejudice to the right of termination provided under the General conditions of contract (GCC) or without prejudice to any other remedy available to the contract in this behalf, AAI may terminate the contract at any time on giving the contractor not less than 30 days' notice in writing, if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which the Airport Director, AAI, Vadodara Airport, Vadodara shall be the sole judge.
- 38.2 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- 38.3 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.
- 38.4 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.
- 38.5 Notwithstanding anything contained above, if the contract is terminated on the ground of force majeure, AAI will not be responsible to pay any compensation.
- 38.9 The service being provided is a mandatory requirement. Therefore, in the event of Service provider is not able to provide the service for reasons whatsoever, **a minimum 90 (Ninety) days' Notice shall be given by the Service provider to AAI management to make alternate arrangements.**

39. SECURITY DEPOSIT/Performance Security:

- 39.1 Security deposit/Performance Security:** The contractor, whose tender is accepted, will be required to furnish security deposit/Performance Security @ **3% of offered amount in the form of Demand Draft/ or Bank Guarantee (in prescribed format as per Annexure-VII)** in favor of Airports Authority of India, Vadodara drawn on a Nationalized /Scheduled Bank (As per RBI Schedule) having office in India and payable at Vadodara within 30 days of issue of Work order. No interest on security deposit/performance security is payable by AAI.
- 39.2 After termination/ expiry of the contract, the security deposit/performance security held by the AAI will be released to the contractor within a period of three months subject to realization of dues, if any to be made from the contractor.

40. **SUBLETTING OF CONTRACT:**

Directly or indirectly, the Contractor shall not Sublette the Work/Contract/assigned to other agencies/parties without obtaining written permission from the AAI which reserve all the rights in this regard.

41. **AGREEMENT:**

41.1 All the terms and conditions underwritten in the tender Document with set of General Conditions, Conditions of Contract, Special Conditions, specified in Scope of work. Annexure –I to VI and those which would form of work order placed on successful tenderer shall form the part of the agreement to be made with the AAI.

44.1. In the event of issuance of “letter of Intent” to the contractor, he will notify to the Airport Director, AAI, Vadodara Airport, Vadodara in the office. The contractor will have to execute a work contract on a sum of Rs. 300/- (OR to an amount which fulfils the legal obligations of such contract), on a Non-Judicial Stamp paper, duly attested by an oath commissioner, at his own cost.

42. **Period of Contract:**

The period of contract will be for **24 (Twenty Four) months ie 731 (Seven Hundred and Thirty one) days**. The same can, however, be extended for a further period of another **Six months (06 months)** at the sole discretion of AAI & satisfactory performance of contractor and on same terms and conditions of NIT.

43. **Novation Clause:**

The contract period is for 24(Twenty-Four) months ie 731 (Seven Hundred and Thirty one) days or the date of transfer of the airport under the PPP mode which ever early. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever and without assigning any reason.

44. **Obligations relating to Transfer**

The Authority agrees that during the Concession Term, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that:

- (i) The Authority shall cause to transfer/ notate this Agreement, in favour of such third party, on the principle that such transfer/notation would release Authority of all liabilities and obligations arising from and after the date of transfer/notation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/notation; and
- (ii) The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

Signature of the Tenderer _____

Name: _____

Date: _____

Place: _____

Email Id: _____

SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-2 (SCC Part 2):

NAME OF WORK: Job contract for provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara-390022 for a period of 02 years.

The following special conditions shall be read in conjunction with AAI General Conditions of Contract & eNIT. If there are any provisions in the special conditions of contract which are at variance with provision of General Condition of Contract (AAI). The provision in these special conditions shall take precedence.

SCOPE OF WORK

1. Venue & Timings:

- i.** To safeguard the AAI Residential colony and other installations located inside residential colony campus at Civil Aerodrome, Vadodara -390022
- ii.** Watch & ward security duties has to be carried out without fail in all shift on all days as mentioned above.
- iii.** Security Staff needs to be present all the times and proper Handing over/Taking over has to be ensured in each shift.
- iv.** The service provider shall ensure the availability of Watch & Ward staff as assigned by Airport Director/CSO subject to 08 hrs. duty per day/per guard.
- v.** **The Service Provider shall ensure availability of security staff as per shift duty timings by employing reliever staff to cover for Weekly off/Leaves of the employees and also as and when required to ensure continuous security of AAI colony.**
- vi.** The service provider shall ensure the availability of security staff during whole period of contract for any emergency situation and also as and when required as per instructions of Airport Director/ CSO at the airport.
- vii.** The personnel of Service provider shall be responsible for access control, watch and ward duties and maintaining of decorum and dignity in the AAI Residential premises.
- viii.** Service Provider shall ensure that staff employed by them are provided with uniform as described below and are reporting for duty in uniform only.

Uniform Quantity: Two sets of uniform shall be provided by service provider at the start of contract. Uniform shall also be provided during extension period if granted.

Uniform shall consist of: 02 Set of Shirt with Logo, Trouser, Belt, Cap, Socks and Shoes. (During Winter appropriate arrangements may be done)

Service Provider shall ensure strict adherence to the all COVID-19 protocol issued by government of India from time to time while complying with these requirements.

2. Consumables:

The service provider shall ensure the availability of all consumables (Registers/Pens/Scale/Torch/Whistle etc.) as required for smooth functioning of security functions from the location of posting of guard.

This Scope of Work is not limited to above mentioned terms and conditions, Scope of Work may be changed as the per discretion of Airport Director and Service provider shall abide all the direction/instructions issued from time to time during contract period.

(On Organization's Letter head)

UNCONDITIONAL ACCEPTANCE OF AAI TENDER CONDITIONS.

Date:

To
Airport Director
Airports Authority of India,
Vadodara Airport,
Vadodara- 390022.

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work "**Job contract for provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara-390022 for a period of 02 year.**" Through **GeM** have been made available to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us on GeM portal 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 documents in its entirety for the above work.
3. The contents of Notice Inviting Tender of the Tender Document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks/conditions in the tender uploaded in Envelope-I & II In case, any condition(s) are found in Envelope I i.e. (Technical Bid cum prequalification) then Envelope -II i.e. Financial Bid shall not be opened, or if any condition found in Envelope -II not as per NIT then Financial Bid the bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to take actions as per prevailing rules.
4. 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/We will immediately report it to the appropriate authority in AAI.
5. We have uploaded proof of payment of EMD paid online/ have uploaded respective MSME /NSIC/Udhyam registration certificate/Certificate of Recognition issued by

DPIIT for Similar Nature of work viz. Private Security Services to seek exemption for payment of EMD, Prior Experience and Prior Turnover in Envelope-I

6. I/We agree that “If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / legal action”.

7. Thanking you,

Yours Faithfully

Date: (Signature and Name of the authorized signatory of Firm)

Name:

Contact No:

Mail id:

Airports Authority of India

Item Rate Tender & Contract for Work

Airport: Vadodara
Department: Security

Tender for the work of “**Job contract for provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara-390022 for a period of 02 year” through GeM.**

(A) Tender in two e-bids (Envelope-I, & II) to be uploaded up to *_____ up to *
Hrs on GeM e-Tender Portal.

Envelope-I to be opened on *___ at *___Hrs in the office of **CSO, Airports Authority of India, Vadodara Airport, Vadodara, Gujarat-390022 through GeM e-tender portal.**

*Date & Time as per Critical Date Sheet

TENDER

I / We have read and examined the notice inviting tender, General Conditions of Contract, Clauses of Contract, Special Conditions of contract, & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I / We hereby tender for the execution of the work specified for the Airports Authority of India within the time specified in tender documents and in accordance in all respects with the Rules and Directions and of the Conditions & Special conditions of contract and with such material as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **180 days** from the last date of Submission of the bids and not to make any modifications in its terms and conditions. We also agree to extend above mentioned period on same terms and conditions, if required, as per the request of AAI through GeM Portal.

A sum of 54,775.00/- (Rupees Fifty-four Thousand Seven Hundred Seventy-Five Only) is here by forwarded in the form of RTGS / NEFT against earnest money. If I / we, fail to furnish the prescribed performance Security within prescribed period, I / We agree that the said AAI or his successors in office shall without prejudice to any other right or remedy, be at liberty to take action as per prevailing clauses of contract. Further, if I/We fail to commence work as specified, I/We agree that AAI or his successors in

Office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the Performance Security absolutely, otherwise the said earnest money shall be retained by him towards security deposit/performance security to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Further, I /We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Security as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I / We hereby declare that, I / We shall treat the tender documents of this work as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date:_____ (Signature and Name of the authorized signatory of Firm)

Witness Name:_____

Address:_____

Occupation:_____

Email:_____

Contact No:_____

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Airports Authority of India for a sum of Rs._____ (Rupees_____)

The letters referred to below shall form part of this contract Agreement:

- i.
- ii.
- iii.

For & on behalf of
The Chairman, Airports Authority of India

Signature-----

Designation-----

Dated.....

(On Organization’s Letter head)

DECLARATION

I/We.....Proprietor/Partner.....
.....of M/s.

..... full

Address.....

.... Solemnly declare that No case is lodged in Police OR Court against me/us.

I/We stated that if any information/Documents found false or what so ever at any stage or after the contract, then the Security deposit/Performance Security shall be forfeited / contract may be terminated immediately and legal action as deemed fit by AAI may be initiated against me/us.

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

(Signature and Name of the authorized signatory of Firm)

Full address of the firm.....

.....
.....

Dated.....

AFFIDAVIT

(To be executed on Rs. 300/- Non-Judicial Stamp Paper and duly notarized)

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

I am competent to swear this affidavit on behalf
of_____ (name of the
agency) and hereby confirm that I am fully complying with the legal obligations with
regards to payment of minimum wages as per minimum wages Act – 1948 and deduction
of Provident Fund Authorities as per EPF & MP Act – 1952, Contract Labour (Regulation
and Abolition) Act, 1970, Bonus payment act and any other statutory labour laws and
act prevailing and revised time to time by .

Date: _____ (Signature and Name of the authorized signatory of Firm)

(Notary)

(Note: Affidavit submitted must be executed and duly notarized after date of release of
Tender/Bid on GeM Portal)

UNERTAKING FOR GST COMPLIANCE

(On Organization's Letter head)

I/We

.....on
behalf of M/s

..... do
here by solemnly affirm and state as follows:

- A. That the bidder (M/s) is registered under GST and compliant of GST provision.
- B. In case of non /compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
- C. That all input credits have been passed on the AAI by the bidder.

Date:

(Signature and Name of the authorized signatory of Firm)

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

(On Organization's Letter head)

I/We(Name and Post of authorized signatory)..... on behalf of M/s (Name of Firm)..... do here by solemnly affirm and declare as follows:

- (i) 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 this proposal.

- (ii) None of Proprietor/Partners/Board Members/ Directors of M/s(Name of Firm)..... has remained Proprietor/Partners/Board Members/ Directors in any firm which stands debarred/ Blacklisted by AAI or Central/ State Govt. Dept./ PSU / World Bank / ADB etc. and debarment is not in force as on last date of submission of proposal.

- (iii) Our firm understand that at any stage, if above statements are found to be false, our firm shall be liable 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 and Name of the authorized signatory of Firm)

(Note: Undertaking submitted must be sworn after date of release of Tender/Bid on GeM Portal)

PROFORMA FOR BANK GUARANTEE
(SECURITY DEPOSIT/PERFORMANCE SECURITY)

(On Non-Judicial stamp paper of an appropriate value)

To

Airport Director,
Airports Authority of India
Vadodara Airport, Vadodara

Dear Sirs,

We.....hereby refer to the contract
No..... dated.....between the
..... as purchaser and
M/s.....
..... as contractor providing in substance for the provisioning of
.....as particularized in the said contract, to
which specific reference is made. Under the terms of the said contract, the contractor is
required to provide a bank guarantee in a form acceptable to the purchaser for the
amount of% of the entire contract price extending to performance by the
contractor of all the terms and conditions of the contract.

In view of the foregoing and pursuant to the terms of the said contract, which contract
is referred to and made a part thereof as full and to the same extent as if copied at length
herein, we hereby absolutely and unconditionally guarantee to the purchaser,
performance of the terms and conditions of the said agreement to the extent of
..... . This guarantee shall be construed
as an absolute, unconditional and direct guarantee of the performance of the contract
without regard to the validity, regularity or enforceability of any obligation of the parties
to the contract.

The purchaser shall be entitled to enforce this guarantee without being obliged to resort
initially to any other security or to any other remedy to enforce any of the obligations
herein guaranteed and may pursue any or all of it remedies at one or at different times.
Upon default of the contract, we agree to pay to the purchaser on demand and without
demur the sum ofor any part thereof, upon presentation
of a written statement by the purchaser that the amount of said demand represents
damages due from the contractor to the purchaser by virtue of breach of performance by
the contractor under the terms of the aforesaid contract.

The determination of the fact of breach and the amount of damages sustained and or
liability under the guarantee shall be in the sole discretion of the purchaser whose
decision shall be conclusive and binding on the bank as guarantor

It is mutually agreed that the purchaser shall have the fullest liberty without affecting
in any manner our obligation hereunder with or without our consent to vary any of the
terms of the said agreement or to extend the time for performance by the contractor,
from time to time any of the powers exercisable by the purchaser against the contractor
and either to forebear or enforce any of the terms and conditions relating to the said
agreement and we shall not be relieved from our liability by reasons of any variation of
any extension being granted to the contractor or for any forbearance act or omission on
the part of the purchaser or any indulgence by the purchaser to the contractor or by any

such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until and such extended period which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said contract. This guarantee will not be discharged due to change in constitution of the Bank or the contractor.

“Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs..... (Rs..... only) and this Guarantee is valid up to.....202..... . We shall be released and discharged from all liability hereunder unless a written claim for payment under this Guarantee is lodged on us within 03 (Three) months from the date of expiry of the Guarantee i.e. on or before202.....irrespective of whether or not the original Guarantee is returned to us”.

We (Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority.

Dated.....

Very truly yours,

Note to Contractors:

1. BANK GUARANTEE submitted by you should be sent to us directly by the issuing bank under Registered Post (A.D).

Note to Issuing Bank:

- i. In case the supplier desires to submit the BANK GUARANTEE directly to us, you are requested to send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to us with a covering letter to compare with the original BGs and confirm that it is in order.
- ii. Following details must be in-corporated in Bank Guarantee.

CORPORATE NAME	:	AIRPORTS AUTHORITY OF INDIA
BANK NAME	:	ICICIBANK
IFSC CODE	:	ICIC0000007
BG ADVISING MESSAGE	:	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	:	SPECIFIC CODE AAIVADODRA TO BE MENTIONED IN FIELD 7037 OF BG ADVISING MESSAGE CODE

While submitting the documents to BG issuing bank, the agency will also submit letter is below mentioned format to the issuing bank endorsing a copy to this office.

(Request letter transmission of Bank Guarantee cover message to be submitted by agency to BG issuing bank)

Date :

To
The Manager
M/s-----(Bank)
----- (Branch)

Subject: Inclusion of unique Identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC – ICIC0000007)

Dear Sir / Madam

I / We -----request you to include unique identifier code AAIVADODRA in field 7037 of SFMS cover messages IFN COV 760 (for BG issuance) & IFN COV 767 (for BG amendment) while transmitting the same to beneficiary bank ICICI Bank- IFSC ICIC0000007)

Thanking you

Yours faithfully

Authorised Person Signature :-----

Name of Agency:-----

Registered address:-----

Contact No :-----

E-mail id:-----

AGREEMENT

Agreement No:

This agreement made on this _____ between **Airports Authority of India**, a statutory corporation incorporated under section 18 (2) of the Airports Authority of India Act 1994, having its head office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110003 through Airport Director, Airports Authority of India, Civil Aerodrome, Vadodara -390 022, (hereinafter referred to as “**Owner” or AAI**”), which expression shall include its administrations, successors, executors and assigns) of the one part and

_____ (Hereinafter referred to as the “**Contractor**”) which expression shall include its administrators, successors, executors and permitted assigns of the other part. Whereas “Airports Authority of India” is desirous of getting the work of “**Job contract for provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara-390022 for a period of 02 year” through GeM**” (Hereinafter called the “Work”) done and had invited Tenders for this work as per Tender Documents sold for this purpose. And whereas, _____ has participated in the above referred bidding vide their proposal dated _____ and Airports Authority of India accepted their aforesaid proposal and awarded the work to _____ as per terms and conditions contained in its award letter number _____ and the documents referred to therein, _____ which have been accepted by _____ resulting into a “CONTRACT”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1.0 AWARD OF CONTRACT: -

Airports Authority of India has awarded the contract to _____ for the work “**Job contract for provision of 03 Security Guards (Unarmed) for Watch and Ward duties for residential colony at AAI, Civil Aerodrome, Vadodara-390022 for a period of 02 year” through GeM**” along with the terms and conditions contained in its award letter No. _____ and the documents referred to therein. The award has taken effect from _____. I.e. the date of issue of the aforesaid letter. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “CONTRACT DOCUMENTS” referred to in this succeeding article.

Article 2.0 CONTRACT DOCUMENTS: -

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "CONTRACT DOCUMENTS").

SR. NO.	DESCRIPTION	PAGE NOS.
1	INDEX	
2	E-NIT (FOR WEBSITE)	
3	NOTICE INVITING TENDER	
4	GENERAL CONDITIONS OF CONTRACT	
5	SPECIAL CONDITIONS OF CONTRACT	
6	GEM PRICE BID DOCUMENT	
7	UNCONDITIONAL ACCEPTANCE LETTER	
8	ITEM RATE / CONTRACT RATE	
9	DECLARATION PROFORMA	
10	AFFIDAVIT FOR MINIMUM WAGES & UNDERTAKING REGARDING DEBARMENT/BLACKLISTING	
11	UNDERTAKING FOR REGISTERED UNDER GST AND COMPLIANT OF GST PROVISION	
12	E - PAYMENT FORMAT	
13	AWARD LETTER	
	OTHER DOCUMENTS, IF ANY	
	TOTAL PAGES	

All the aforesaid contract documents contain corrections as mentioned against individual pages, and are initialed by both the parties by their authorized representatives.

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

Article 3.0 CONDITIONS & CO-VENANTS

The scope of contract, consideration, terms of payment, and period of completion, defects liability period, price adjustment, taxes wherever applicable, insurance, liquidated damages and all other terms and conditions are contained in the aforesaid contract documents. The contract shall be duly perform by the contractor strictly and faithfully in accordance with terms of the agreement.

The Agreement constitutes full and completed understandings between the parties and terms of the present. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be affected only by a written instruction signed by the authorized Representatives of both the parties.

Article 4.0 SETTLEMENTS OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in clause 25 of the General Conditions of the Contract and the provisions of the Arbitration and conciliation Act 1996 shall apply and Vadodara Courts alone shall have exclusive jurisdiction over the same.

Article 4.1 NOTICE OF DEFAULT

Notice of default given either part to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties here to if delivered against acknowledgement due addressed to the signatories at the addresses mentioned hereinabove.

This Contract Agreement is allotted the Number _____

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent authorities of both the parties) on the day, month and year first mentioned at Vadodara.

(Signature of Contractor)

For and on behalf of Chairman,
Airports Authority of India

(Signature of witness)
Name & Address
of witness _____

(Signature of witness)
Name & Address
of witness _____

Annexure - IX
E – Payment

(on company / firm letter head)

Date:

To,

Airport Director

Airports Authority of India,

Vadodara – 390022

Subject: Request for E – Payment.

Sir,

The following particulars are given below for effecting E-payment in respect of our Claim / Bill.

1. Name of the Company :
2. Address :
3. Bank A/c Number :
4. Bank / Branch Name :
5. Bank Address :
6. Branch Code :
7. IFSC Code of the Bank :
8. Permanent A/c No. of the Company :
9. GST No of firm :
10. PAN No of firm :

We have also enclosed herewith a duly cancelled Cheque of our above Bank A/c.

Thanking You,

Yours faithfully,

(Signature and Name of the authorized signatory of Firm)