



**AIRPORTS AUTHORITY OF INDIA
TUTICORIN AIRPORT
TUTICORIN**

**E-TENDER DOCUMENT
For**

**“Job contract for General upkeep & assistance for maintaining
CNS / AS equipment at Tuticorin Airport”**

E-Tender ID: 2022_AAI_104312_1

E-Tender portal: <https://etenders.gov.in/eprocure/app>

Prepared By

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SECTION-I

NOTICE INVITING e-TENDER (2 ENVELOPE OPEN TENDER)

1. Scope of Tender:

<u>S.No.</u>	<u>Name of the Work</u>	<u>Estimated Cost (Rs.)</u>	<u>Tender Fee (Rs.)</u>	<u>EMD (Rs.)</u>
1.	“Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport” which includes providing 01 Semi-skilled and 01 Unskilled Manpower for a period of <u>TWO Years</u>	₹ 11,97,868 Excluding Bonus, PF, ESIC, GST etc.	₹ 590 Including GST. Non-refundable.	₹ 23,957.36

- Item Rate e-tenders are invited through the e-tendering CPP Portal by Assistant General Manager (CNS), O/o Airport Director, AAI, Tuticorin Airport, Tuticorin 628 103 on behalf of Chairman, A.A.I from the eligible contractors for the work of JOB CONTRACT FOR GENERAL UPKEEP & ASSISTANCE FOR MAINTAINING CNS / AS EQUIPMENT AT TUTICORIN AIRPORT at an estimated cost of ₹ 11,97,868 Excluding BONUS, PF, ESIC, GST etc. The job includes providing 01 (one) semi-skilled personnel and 01 (one) unskilled personnel for a period of 02(TWO) Years.
- The tendering process is online at CPP-portal URL address <https://etenders.gov.in/eprocure/app> or www.aai.aero. Prospective Tenderers may download and go through the tender document.
- Prospective Tenderers are advised to get themselves register at CPP-portal, obtain 'Login ID' and 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal or www.aai.aero.
- They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application.



6. For any technical related queries bidder may call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787.(International Bidders are requested to prefix 91 as country code)

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

7. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cppp-doe@nic.in

8. For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s)

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

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

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr.(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950 Ext. 3527	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

*The Helpdesk services shall remain closed on all Govt. Gazetted Holidays

Ref. AAI/TKN/CNS/UPKEEP/2022

E-Tender ID: 2022_AAI_104312_1



10. The above-mentioned help desk numbers (in serial No. 9s) are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.

11. For bid submission Two Envelope system shall be followed. Bids shall be submitted through online at CPP-portal by the tenderer as per Critical Date Sheet.

12. CRITICAL DATE SHEET

<u>Description</u>	<u>Date</u>	<u>Time (IST)</u>
Publishing Date	03.02.2022	-
Bid Document Download / Sale Start Date	04.02.2022	1000 Hrs
Clarification Start Date	04.02.2022	1100 Hrs
Clarification End Date	09.02.2022	1400 Hrs
Bid Submission Start Date	04.02.2022	1200 Hrs
Bid Submission End Date	21.02.2022	1100 Hrs
Bid Opening Date (Envelope- I)	22.02.2022	1400 Hrs
Bid Opening Date (Envelope- II)	25.02.2022 [Tentative]	1500 Hrs
Tender Processing Fee	₹ 590 [through ONLINE Mode only]	
Earnest Money Deposit (EMD)	₹ 23,957.63 [through ONLINE Mode only]	



13. Envelope-I (Tender processing fee, EMD, Technical Bid and Pre-qualification):

Bid containing following:

A. Tender processing fee, EMD:

- I. Proof of Online payment against Tender Processing Fee (or) Valid MSME/NSIC registration certificate as Proof of Exemption
- II. Proof of Online Payment against EMD (or) Valid MSME/NSIC registration certificate as Proof of Exemption

B. Technical Bid containing the following:

- I. Scanned copy of Unconditional Acceptance of AAI 's Tender Conditions.
- II. Scanned copy of Permanent Account Number (PAN) and GST Registration Number.
- III. Scanned copy of 'Undertaking' regarding Blacklisting/ Debarment on Company's Letter Head.
- IV. Companies other than proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney.
- V. For Proprietary firm, if the Tender is processed by a person other than proprietor, they shall submit scanned copy of Authorization Letter/Power of Attorney.
- VI. For Proprietary firms, if the Tender is processed by the proprietor, duly Signed self-declaration on letter head indicating proprietorship shall be submitted.

C. Qualifying requirements of contractors / tenderers containing the following:-

- I. Proof of work executed in the last seven years; vendor should have satisfactorily completed works similar to work as given in the scope of work in government department/Public undertaking/Private sector (within India) meeting any one of the following criteria.
 - 03 works each of 40% of annual estimated value i.e., **₹ 2,39,573.6 each**
(or)
 - 02 works each of 50% of annual estimated value i.e., **₹ 2,99,467 each**
(or)
 - 01 works each of 80% of annual estimated value i.e., **₹ 4,79,147.2 each**
- II. 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.



- III. **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.**
- IV. **Experience Certificate** of the client should show the nature of work done, the value of work, start date, date of completion as per agreement, actual date of completion and satisfactory completion of work.
- V. Tenderers showing work experience certificate from non-government/non-PSU organizations should submit copy of Tax deduction at sources (TDS) certificate(s) along with 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.
- VI. Should have annualized average financial turn over minimum of 30% of Estimated cost (**i.e. ₹. 1,79,680.2**) against works executed during the last three years ending 31st March of the previous financial year. As a proof, copy of abridged Balance Sheet along with Profit and Loss Account Statement of the tenderer should be submitted along with the application, for the works executed during last three financial years ending 31st March 2021. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- VII. Turnover certificate certified by CA to be submitted.
- VIII. The firm/contractor should possess valid, ESI Registration, EPF Registration and GST Registration.
- IX. Scanned copy of all the Documents of Envelope—1 as mentioned, shall be submitted on the CPP portal. Tender fee and **EMD shall be accepted ONLINE MODE only and not in the form of Demand Draft/Bank Guarantee.**



14. **List of documents to be submitted:**

Envelope I:

1. Proof of Online payment against Tender fee (or) Proof of exemption
2. Proof of Online payment against EMD (or) Proof of Exemption
3. Digitally signed Tender document.
4. Unconditional Acceptance of AAI's tender conditions. (Annexure - I)
5. Permanent Account Number (PAN) copy
6. Valid GSTIN Registration copy and GST Undertaking as per Annexure -IV
7. ESI and EPF registration copy
8. Experience Certificate [Refer to Section I, Clause 13 (C)]
9. TDS certificates along with a certificate issued by registered Chartered Accountant for Experience certificate from non-Govt/Non- PSU firms as per NIT.
10. Turnover Certificate certified by CA
11. Balance sheet and Profit & Loss statements for the last (03) three years.
12. Power of Attorney / Authorization (Annexure - VII). [For proprietary firms duly Signed Self Declaration on Letter head]
13. Undertaking regarding Blacklisting/ Debarment on Company's Letter Head.
14. Signed and scanned copies of Annexure- II, V

Envelope-II: The Financial e-Bid through CPP portal

1. All rates shall be quoted in the provided prescribed form and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the tenderer, the bid will be rejected.
2. The Minimum wages per day multiplied by 30 days in order to arrive at monthly wages.
3. The minimum wages for Semi-skilled and Unskilled manpower are calculated as per Govt. of Tamilnadu state for 30 days and the same has been given in BoQ.
[For Two Years = Minimum Wages/day x 30 days x 24 Months]



4. The bidder shall enter Profit for 30 days which Includes Uniform, shoe & socks, Statutory items, All BCAS and Security related expenses, Profit value and miscellaneous expenses.
5. The total quoted amount in Financial Bid will be the total of
 1. Min. wages for 01 Semiskilled Manpower for Two Years
 2. Min. wages for 01 Unskilled Manpower for Two Years
 3. Profit entered by Contractor for Two Years

15. Refund of EMD

The refund of EMD to the unsuccessful bidders will be processed at the earliest after the completion of the tender process.

16. Bid Submission:

The tenderer shall submit their application only at CPP Portal: <https://etenders.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as NIT. Bid documents may be scanned with 100dpi with black and white option which helps in reducing size of the scanned document. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

17. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
18. Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://etenders.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. Incase if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AAI.

19. Bids Opening Process is as below:

Envelope-I (Tender fee, EMD, Technical bid and Pre-qualification):

Envelope-I containing requisite documents as per NIT (uploaded by the tenderers) shall be opened on date & time mentioned in CRITICAL DATE SHEET.

If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on CPP portal to seek clarifications. No other means of communication in this regard shall be entertained.

If any clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelope—I, he will be asked to provide the same through CPP portal or



email if required. The tenderer shall upload the requisite clarification/documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

The intimation regarding acceptance/rejection of their bids will be intimated to the tenderers through CPP portal.

Envelope-II (Financial Bid):

Envelope-II containing financial bid of the tenderers found to be meeting the technical criteria and qualifying requirements shall be opened on date & time mentioned in CRITICAL DATE SHEET.

20. 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.
21. AAI reserves the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/blacklisting by any department of AAI or Central/State Government Depts./PSUs/World Bank/ADB etc.
22. AAI reserves the right to verify the credential submitted by the tenderer at any stage (before or after the award the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the tenderer then AAI shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the tenderer.
 - b) The tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual/legal action.
23. Consortium/JV companies shall not be permitted.
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 MSEs order 2012 with up to date amendments, shall be applicable for tenders of supply/services and shall not be extended to construction work.

TIA

Assistant General Manager (CNS)
For Airport Director
Airports Authority of India,
Tuticorin Airport.



SECTION: II

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION:

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



PREPARATION OF BIDS:

Bidder should take into account any corrigendum published on the tender document before submitting their bids.

Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with **100 dpi** with black and white option which helps in reducing size of the scanned document.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Bidder has to select the payment option as "ONLINE" to pay the tender fee / EMD as applicable and enter details of the instrument.

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.



All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



SECTION - III

INSTRUCTIONS TO BIDDERS

INTRODUCTION

1. DEFINITIONS

- 1.1. "AAI / The Buyer" means the Airports Authority of India.
- 1.2. "The Bidder / Vendor" means the individual or firm who participates in this tender and submits its bid.
- 1.3. "Project Leader AAI" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.
- 1.4. "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- 1.5. "The Works Order" means the order placed for the supply, installation, testing Commissioning of systems / works by the Buyer on the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6. "The Purchase Order / Supply Order" means the order placed for the supply of items by the Buyer on the Supplier, signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.7. "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Works Order / Purchase Order.
- 1.8. "The Contract Price" means the price payable to the Contractor under the Works Order / Purchase Order for the full and proper performance of its contractual obligations.
- 1.9. "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders, or Earnest Money Deposit has not been submitted, or the required data has not been provided with the e-Bid, or intentional errors have been committed in the e-Bid.

2. AMENDMENTS TO BID DOCUMENTS

- 2.1. At any time, prior to the last date of submission of bids, the Buyer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.
- 2.2. Amendments (if any) shall be notified through e-portal to all prospective bidders by the Buyer and these amendments will be binding on them.
- 2.3. **Corrigendum in respect of any amendments will be published only on e-portal and AAI web-site. No further news-paper notification will be published.**



3. BID PRICES

- 3.1. The price bid has been given as a standard BOQ format along with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found modified by the bidder, the bid will be rejected.
- 3.2. The Unit Rate given in e-Tender portal for BOQ shall be taken as the correct basis for calculating all other data. In the event of any errors or Ambiguity in Unit Rates itself the Price Bid of the Vendor shall be rejected.
- 3.3. The tender rates shall be inclusive of all taxes excluding GST.
- 3.4. In case of composite works having components of SITC should be identified separately with value of goods and services, Tax rate, amount of tax so as to enable AAI to claim Input tax Credit on such items. Applicable Labor cess shall be added over and above.
- 3.5. In case of change in rate of Tax or any provision relating to levy of tax resulting in increase in burden of Tax on contractor, the contractor shall be entitled to receive any 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 Tax.
- 3.6. 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. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 3.7. Post offer discount, if any, offered by the bidders shall not be considered. Bidders' planning to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking into account discount, free supply etc. However, such discounts from the firm declared as L1 on the basis of post bid negotiations if any shall be considered and such negotiated offer when agreed by AAI & the bidder shall form a part of the financial Bid.

4. PERIOD OF VALIDITY OF TENDER (BID)

- 5.1. The tender (Bid) shall remain valid for a minimum of 180 days from the date of opening of the Cover/Envelope-I bid (Technical bid). The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the above period of validity without the consent in writing of AAI. In case of the bidder revoking or canceling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.



5.2. If there is any delay in finalization of the tender due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to be finalized. The request and the responses thereto shall be made in writing. The tender process will not be vitiated if any tenderer declines to extend the offer as requested for.

5. FORMATS AND SIGNING OF BID

5.1. The e-Bid shall be digitally signed by the bidder at e-tendering portal duly authorized to bind the bidder to the contract. Written power-of-attorney in proper format accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall sign all pages of the bid. The bids submitted shall be in proper readable format, encrypted as per e-tendering portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions shall not be considered.

6. SEALING AND MARKING OF BIDS

6.1. The bidders shall digitally sign and encrypt their bid and upload the bid online at e-tendering portal.

6.2. If all documents are not digitally signed & encrypted, the buyer shall not accept such bids for evaluation purpose and treated as non-responsive. Such bid shall be liable to be rejected.

7. SUBMISSION OF BIDS

7.1. The buyer shall receive the bids online through CPP-portal not later than the scheduled date specified in the NIT.

7.2. The Buyer may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 2 in which case all rights and obligations of the Buyer and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

7.3. The bidder shall submit his bid online at NIC CPP E-tendering portal only. The vendor shall download the tender document and submit the same in technical bid. No separate documents shall be acceptable. Only relevant attachments, if any other than the tender document, shall be listed out for reference.

8. LATE BIDS

8.1. E-portal systems shall not permit uploading of bids after the scheduled time of submission.

9. CORRECTIONS / MODIFICATIONS AND WITHDRAWAL OF BIDS

9.1. The bidder may modify his digitally signed bid after submission **prior to the deadline** through provisions of e-tendering portal.



10. OPENING OF TECHNICAL BIDS

10.1. The Buyer shall open Technical Bids (Cover/Envelope-I&II) through e-portal on or after the Tender Opening Time and Date as per Critical Date sheet.

11. CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS

11.1. To assist in the examination, evaluation and comparison of bids the Buyer may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be through e-portal. However, no post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.

11.2. It may be noted that only enquires / clarifications submitted through e-portal shall be responded by responses through e-portal and no verbal / telephonic enquiry shall be entertained during the tender process.

12. EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE TECHNICAL BIDS:

12.1. The Buyer shall evaluate in detail the Technical Bids and determine whether the bid complies with all the Qualitative Requirements. A short-list of bidders qualifying technically shall be drawn and thereafter these short-listed bids shall be treated as par for the purpose of financial comparison. In case deviations are necessary on technology up-gradation all the bidders qualifying technically shall be given an opportunity to revise Financial Bids by way of submitting supplementary Financial Bids. Only technically successful bids will be considered for financial bid opening.

13. OPENING OF THE FINANCIAL BIDS

13.1. Financial Bids of those vendors who qualify technically shall be opened through the e-portal.

13.2. The bidder shall issue authority letters to their representatives to attend the opening of financial bids.

13.3. The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the Buyer, at its discretion, may consider appropriate; will be announced at the opening. These are as per the provisions given in CPPP.

14. CONTACTING THE BUYER

14.1. Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing are liable for rejection. Such rejected tenders will not be returned.



14.2. No bidder shall try to influence directly or through external source, the Buyer on any matter relating to its bid, from the time of publication of NIT till the time the contract is awarded.

14.3. Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

15. AWARD OF CONTRACT

15.1. The acceptance of the tender will be intimated to the successful bidder by AAI, either by fax, letter, e-portal or by e-mail.

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

15.3. AAI reserves the right to accept or reject any offer in full or partially.

16. RIGHT TO ACCEPT OR REJECT THE TENDERS

16.1. The right to accept the tender in full or in part/parts will rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

16.2. Tenders not accompanied with prescribed information or incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.

16.3. The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.

16.4. AAI also reserves the right at its sole discretion not to award any order for the tender called. AAI shall not pay any costs incurred in the preparation and submission of any tender.

16.5. If the bidder gives wrong information in his/her Tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.

16.6. Tenders that are not accompanied with Earnest Money Deposit (EMD) or Proof of exemption shall be rejected outright.

16.7. Should a bidder have a relation or relations employed in AAI in the capacity of an officer, the authority inviting tender, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAI has / have tried to influence the tender proceedings then AAI at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.



16.8. The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, higher than the minimum requirements shall be technically acceptable without any additional financial implication.

16.9. Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers/clarifications may be liable for action.

17. ISSUE OF WORKS ORDER

17.1. The acceptance of the tender will be intimated to the successful bidder by AAI, either by Fax, Email, e-Portal or by letter.

17.2. The issue of a Works Order / Purchase Order shall constitute the intention of Buyer to enter into the contract with the bidder.

17.3. Acceptance of the Works order / Purchase Order will be deemed as effective from the date of issue of Works Order / Purchase Order.

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

18. SIGNING OF CONTRACT:

18.1. The issue of Works Order / Purchase Order shall constitute the award of contract on the bidder. The signing of the Agreement shall be completed within 30 days of the acceptance of the Works Order / Purchase Order.

19. ANNULMENT OF AWARD

19.1. Failure of the successful bidder to comply with the requirement of Clause 18 shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

20. QUALITY ASSURANCE REQUIREMENTS

~~20.1. The supplier shall submit copies of Valid Certificates to ensure that all works comply with standards specified in the Technical specifications.~~

21. Transfer of Tender Document

21.1. Transfer of Tender Documents by one bidder to another is not permissible. Similarly transfer of tenders submitted by one bidder in the name of another vendor is not permissible.



22. CONTRACT MONITORING

- 22.1. The buyer shall hold regular contract monitoring meetings after the award of the contract to monitor the performance of the contract.
- 22.2. First such meeting shall be held within one week of award of the contract. The date and time of such meeting shall be intimated to the contractor / supplier by fax. / Post or e-mail. The date and time of subsequent meetings shall be decided and recorded in previous meetings.
- 22.3. The proceedings of each meeting shall be recorded and action as required towards successful completion of the project shall be initiated promptly by both AAI and the contractor. Project review meetings shall be with reference to milestone and contract performance analysis.



SECTION: IV

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. Purpose & Scope

- 1.1. This document sets out the terms & conditions to be met in connection with the provision of “**Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport**” to AAI for the work as per details given in the notice inviting Tender.

2. Compliance

- 2.1. The unconditional acceptance of all the terms & conditions of the NIT has to be uploaded through a letter. The format of the letter is attached at Annexure-I.
- 2.2. The submission of the tender will imply acceptance of all the tender conditions by the bidder laid in tender document including all the Annexure(s) & schedules to the tender document.
- 2.3. The compliance to the terms & conditions should be supported by authenticated documentation where ever required.
- 2.4. The submission of unconditional acceptance is essential for the tender evaluation. The failure to submit the unconditional acceptance statement in the said format shall result in the tender being rejected.

3. Language and Currency

- 3.1. The bidder shall quote the rates in English language and international numerals. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

4. Standard Conditions.

- 4.1. Standard printed conditions of the bidder to the offer, other than the conditions specified here, will not be acceptable.
- 4.2. For the purpose of the tender, the metric system of units shall be used. In the event of any discrepancy, the rates quoted by the bidder in the "basic unit rate" column will be the correct basis and not the amount worked out by them. Also the rates quoted in words will be the correct basis and not the rate shown in figures.
- 4.3. Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.



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

5. Earnest Money

- 5.1. EMD shall be accepted ONLINE MODE only and not in the form of Demand Draft/Bank Guarantee.
- 5.1.1. Proof of submission against Tender processing fee and EMD (In case of exemption, proof of exemption) shall be submitted in the Envelope -I
- 5.2. The refund of EMD to the unsuccessful bidders will be processed at the earliest after the completion of the tender process.
- 5.3. The EMD amount shall be forfeited in the following events.
- 5.3.1. If the successful bidder fails to enter into a contract with AAI within 30 calendar days after the receipt of the work order.
- 5.3.2. In the event of not accepting the conditions of the contract even after agreeing to do so and submitting the letter of un-conditional acceptance of terms as per letter in Annexure-I.
- 5.4. No interest or any other expenses, whatsoever, will be payable by AAI on the EMD in any manner.

6. Security Deposit

- 6.1. The contractor, whose tender is accepted, will be required to furnish a Security Deposit for the due fulfillment of this contract, which will amount to a sum equal to @10% of the Contract Value (quoted), within 30 days from the date of issue of work order. The security deposit shall be furnished in the form of Demand Draft payable at Chennai and in favor of "Airports Authority of India" or by submitting bank guarantee in AAI's format from a Nationalized / Scheduled Bank (But not from co-operative or Gramin Bank) after adjusting EMD. No interest on or any other expense whatsoever, on security deposit is payable by AAI. The Bank guarantee shall be submitted within 30 calendar days from the issue of Award Letter and will be valid till 90 days after the end of the expiry of the contract.
- 6.2. After termination / expiry of the contract, the security deposit 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.
- 6.3. AAI shall have unqualified 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.



- 6.4. In case if contractor does not deposit Security Deposit in the form of Demand Draft or bank guarantee in AAI's format from a Nationalized / Scheduled Bank than 10% of gross value of the bill will be deducted from the monthly bills and the same will be refunded to the contractor after one month from the certified date of completion of the contract.
- 6.5. In order to ensure that no liability on the part of AAI, it is agreed between the parties that security deposit deducted will be released without interest after one month from the date of completion on contract on the submission of labour clearance certificate from the concerned authority so that if there is any claim made by workmen regarding their dues, the same can be adjusted against the balance money, so kept, provided you have not paid the said legal dues.

7. Correspondence

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

8. Extension of Time

- 8.1. This work is urgent and hence the completion period as per contract shall be adhered to strictly. However, in case of extraordinary situations which may delay the commencement of the work, the contractor shall apply for extension in time. The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor.

9. Compensation for Delay

- 9.1. Time is the essence of the Contract.
- 9.2. If the successful bidder fails to complete the supply / work within time fixed under the contract, he shall pay to the AAI without prejudice to any other rights or remedy as may be available to the purchaser, an agreed compensation amount calculated @ 1/2 % of the total value of the uncompleted portion of the work per week or part thereof subject to a maximum value equal to the value of the Security Deposit.
- 9.3. The amount of compensation for delay and waiver of compensation for delay in case of justified reasons shall be decided at the discretion of Accepting Authority and the same shall be final and binding on the contractor. Time taken by AAI and local statutory authorities for approval of drawings, design, estimate etc., force majeure reasons and any other reasons beyond control of the contractor shall be considered as justified reasons. The amount of compensation may be adjusted or set off against any sum payable to the contractor under this or any other contract with AAI.
- 9.4. Appeal for waiver of compensation for delay with due justification shall be decided as per the provisions of Delegation of Powers (DOP) of Airports Authority of India. The decision of the competent authority on appeal shall be final and binding on the contractor.



10. Force Majeure

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

11. Patents, Successful bidder's Liability & Compliance of Regulations

- 11.1. Successful bidder shall protect and fully indemnify the AAI from any claims for infringement of patents, copyright, trademark, license violation or the like.
- 11.2. Successful bidder shall also protect and fully indemnify the AAI from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc. or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
- 11.3. Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the AAI from any claims/penalties arising out of any infringements and indemnify completely the AAI from any claims/penalties arising out of any infringements.



12. Settlement of Disputes

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

13. Arbitration and Law

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

14. TERMINATION FOR DEFAULT & RISK PURCHASE

- 14.1. The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.
- 14.2. If the Contractor fails to deliver any or all of the Items within the time period(s) specified in the Contract or any extension thereof granted by the AAI pursuant to Clause 8 & 9 of Section - IV.
- 14.3. If the Contractor fails to perform any other obligation(s) under Contract.
- 14.4. If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.



14.5. As a penalty to the Contractor, the EMD will be forfeited. AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

15. TERMINATION FOR INSOLVENCY

15.1. The AAI may at any time terminate the Contract by giving written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAI. In the event of termination for penalty to the contractor Clause 14.5 shall be applicable.

16. SET OFF

16.1. Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer. Any item belonging to AAI should not be taken out for maintenance / service / replacement / repair without the prior consent of APD or his authorized representative. The bidder shall acquaint him with the proposed site of work, its approach roads, working space available before quoting his rates

17. Deviation in Quantity

17.1. AAI reserves the right to change the quantity or part thereof by **plus or minus 50%** of the tendered quantity.



SECTION - V

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. Definition of Terms:

1.1. For the purpose of the terms and conditions Airports Authority of India will be referred to as “AAI” and the firm providing “**Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport**” services shall be referred as the “Contractor”.

2. Period of contract:

2.1. This contract is initially for a period of TWO years commencing from “Service Commencing Date” as indicated in the contract document. The Contract shall be renewed at expiry for a further period of one year subject to satisfactory service rendered by the Contractor during the initial period of the Contract. AAI shall appoint a maintenance in-charge for the purpose of implementation & monitoring of the contract.

3. Scope of work:

3.1. Name of work: “Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport” which includes providing **One Semi-Skilled and One Unskilled manpower**.

3.2. DETAILED SCOPE OF WORK

A. Equipment room:

- To meet the requirement at CNS Equipment room like carrying out day to day upkeep of UPS & batteries in Equipment room, NDB and Airport System.
- Laying of new cables, replacing of damaged cables wherever required.
- To assist CNS personnel on duty while carrying out Daily/Weekly/Monthly Maintenance.
- To collect modules from stores and assisting in replacement of modules.
- To assist CNS personnel while replaying of audio and video recordings, carrying media, storing media, retrieving media etc.
- To assist CNS personnel while attending faults like checking antenna connectivity, cables connectivity, checking monitors, replacing keyboard etc.
- Replacing computer paper for drop printers placed at various units as directed by Unit - In-Charge.
- To assist CNS personnel while attending faults like checking LAN connectivity, Modem cables connectivity, Line connectivity, checking monitors, replacing keyboard/monitors etc.,
- To assist CNS personnel while replacing the existing PC, connecting computer peripherals and accessories etc.,



- To assist CNS personnel while connecting new work station, ensuring proper connectivity, assisting in testing of printers, replacing of computer paper etc.
- The Job shall be carried out normally during 09.30 Hrs. to 17.30 Hrs. or as per requirement AAI operational requirement.

B. NAVAIDS:

- To meet the requirement of NDB like carrying out day to day upkeep of UPS & batteries.
- To assist in laying of new cables, replacing of damaged cables wherever required.
- To assist CNS personnel on duty while carrying out Daily/Weekly/Monthly Maintenance.
- To collect modules from stores and assisting in replacement of modules.
- To assist CNS personnel while attending faults like checking antenna connectivity and cables connectivity.
- To assist CNS personnel during periodical preventive maintenance and assisting in attending breakdown of the equipment.
- The Job shall be carried out normally during 09.30 Hrs. to 17.30 Hrs. or as per requirement AAI operational requirement.

C. Airport Systems:

- To meet the requirement of assistance for complete Airport Systems facilities.
- To carry out day to day upkeep of UPS & batteries.
- To help maintain and upkeep of CCTV/FIDS/PA system/XBIS etc.
- To assist in attending breakdown of the CCTV/FIDS/PA system/XBIS etc.
- To assist CNS personnel in checking various connectivity, replacing the faulty units etc.
- To assist while carrying out daily/weekly/monthly maintenance of XBIS equipment's.
- To assist CNS personnel while checking/laying cables wherever required.
- To carryout checking of cameras/CCTV /FIDS as directed by unit In-Charge.
- To assist CNS personnel while attending faults like checking LAN connectivity, Modem cables connectivity, Line connectivity, checking monitors, replacing keyboard/monitors etc.,
- The Job shall be carried out normally during 09.30 Hrs. to 17.30 Hrs. or as per requirement AAI operational requirement.

D. General

- The general nature of job involves un-skilled assistance.
- Age 55 years or below
- Should meet the criteria of ESI/PF/Bonus etc. criteria



E. List of CNS Sites

- NDB site
- Equipment Room/ATC/AHCR/ CCTV & FIDS Server Room
- Security Equipment, CCTV Room and FIDS (New Terminal Building)
- DVOR/DME site.
- Admin Building

F. Qualification & Wages of Staff :

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

- I. **Semi-Skilled manpower:** Shall have ITI/Diploma in Electrical or Electronics or equivalent and shall be paid as per minimum wages.
- II. **Unskilled manpower:** Shall be minimum 8th Standard and shall be paid as per minimum wages.

4. **Terms of Payment:**

- 4.1. The contractor shall pay to labour employed by him wages not less than minimum wages and Bonus as per section 10 of Bonus act, as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971, wherever applicable and as per Govt of India Minimum Wages Act, 1948 (11 of 1948), of the Government of India in the Ministry of Labour and Employment.
- 4.2. Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labors directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages and pay wages at the same rate as for duty.
- 4.3. The salary payment to the Employees by the contractors shall be made before 5th of every month through cheques/NEFT only. The copy of the Bank statement consisting this transaction may be produced. (The payment of minimum wages as mentioned in above paragraph along with the proportionate eligible Bonus portion will be verified and certified by AAI official.) The time to time increase in the minimum wages after commencement of Contract will be borne by AAI provided and it is claimed by the contractor with the supporting documents/ Ministry order, by considering the minimum wages at the time of contract commencement as the base value. No increase in the Profit margin to the contractor will be permissible.



4.4. The receipt for payment towards EPF and ESI for the Employees should be submitted. The contractor shall provide proof of PF & ESI monthly contributories in respect of contract workers engaged for contract work on month-to-month basis.

ESIC and EPF on the minimum wages, paid to the statutory authorities by the contractor shall be reimbursed on submission of documentary evidence. Any changes made by government on ESIC and EPF % will be made effective on production of the official order.

4.5. Income Tax or any other tax applicable shall be governed by the Govt. policies and be deducted at source at the rate in force at the time of payment. In case of any such deduction, the necessary certificate in due shall be provided by AAI.

4.6. The payment towards contract shall be made on **MONTHLY** basis and after the successful completion of each month. The certificate of satisfactory service during the month for which the payment has been requisitioned from the maintenance in-charge, AAI shall be a mandatory requirement for the release of the payment.

4.7. The 100% of the charges minus the recoveries if any shall be paid after the successful completion of each month and on satisfactory performance certification from the Maintenance in-charge of AAI.

4.8. The following documents, as applicable, shall be produced by the contractor in each monthly bills,

- I. Copy of GST invoice
- II. Monthly challans of EPF and ESI deposit up to the previous month.
- III. Wage register signed by the workers
- IV. Bonus details received and signed by workers.
- V. Attendance register.

5. Award of Contract

5.1. AAI at its sole discretion awarding the Contract and AAI may also at its sole discretion to terminate contract.

6. Renewal of the contract:

6.1. It shall be the responsibility of AAI to renew the contract before the date of expiry of the contract. If not renewed on regular or temporary basis before the expiry of the contract then the contractor shall not be responsible for provision of services during the intermediate period when no maintenance contract is applicable. If the contract is extended temporarily then the pro-rata payment for actual period of extension shall only be made to the contractor on fulfillment of other payment conditions as applicable in the contract.

7. Termination of Contract:

7.1. The contract can be terminated either by AAI or contractor with notice of three months. Contractor shall handover the contracted items in fully serviceable and functional condition at the time of closure of maintenance contract. Else, the defects shall be rectified at the risk and cost of contractor.



7.2. AAI shall terminate the contract and takeover the system maintenance at any time without notice, in case the services are not found satisfactorily.

8. Price:

- 9.1. The contract rate should be quoted as per the BOQ format in E Tender portal.
9.2. No Deviation in the given format is acceptable. The rate quoted per month shall be inclusive of all statutory levies.

9. Taxes

- 9.1. The contractor is advised to get himself fully appraised to the financial implications including taxes while offering his rates. No claim whatsoever will be entertained in this regard at a later stage. Mandatory deductions will be deducted from the monthly payment.
9.2. Bidder shall be liable to pay any and all non-Indian taxes, duties, levies, lawfully assessed against AAI or bidder in pursuance of the contract. In addition, bidder shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against bidder for both corporate and personal Income and also all other taxes etc. relevant and applicable in respect of his property. Successful bidder shall arrange the Tax withholding order well in advance before claiming payment otherwise AAI will deduct the applicable tax at source as per prevailing rules.
9.3. Successful bidder is required to produce Government of India notification towards taxes prevailing at the time of opening Technical Bid versus time of supply of the items while seeking claim towards increase in statutory taxes in India/State of India.
9.4. In case no payment is claimed by the bidder towards increase in statutory taxes, a certificate/undertaking is required to be given by bidder that statutory tax has not decreased during the period between date of opening Technical Bid & date of supply of the items. Any decrease in statutory taxes between the above said period shall be passed to AAI while claiming payments.

10. Advance:

- 10.1. No advance payment shall be made to the contractor. However, Monthly payment shall be made by AAI against the bill for the actual work done by the contractor after making statutory deductions including security deposit income tax etc. Security deposit shall be released after 3 (three) months from the date of expiry of the contract.

11. Absence of line upkeep staff:

- 11.1. Rs.500 /=- (Indian rupees five hundred) per day will be charged if the maintenance staff is found absent that particular day.

12. Rates quoted

- 12.1. The rates quoted in the tender shall remain valid for the entire bid validity period. If any tenderer withdraws during this period of validity, his EMD shall be forfeited.
12.2. Escalation of rates: The rates once approved shall be final and no escalation or No deviation shall be accepted under any circumstances.



13. Requirements:

- 13.1. Total 2 manpower is required, one semi-skilled and one un-skilled for the contract.
- 13.2. Age: The person deployed for the work shall not be aged lesser than 18 years and more than 55 years. He shall have good health.
- 13.3. Integrity: The person shall possess high degree of integrity so that he is eligible for obtaining Airport entry Pass. **Successful bidder will be responsible to secure the necessary formalities for Airport Entry Pass (AEP).** Contractor shall familiarize himself about the formalities before applying.

14. Replacing contract person:

- 14.1. The contractor is liable to replace the contract person on the directives of AAI in the following conditions:
 - If the person is not proficient enough to the requirement of the work.
 - If the person is misbehaving
 - If the person acting against the interest of AAI
 - If the person is not punctual or irregular
 - If the output of the person is not to the expectation of AAI

The decision/assessment of engineer-In-Charge on this matter will be final and binding.

15. Utility of persons engaged for maintenance work:

- 15.1. AAI will be at liberty to utilize the person deployed, against for any other related works of AAI at the discretion of the Engineer-In-Charge. Even if the work so carried out is beyond the purview of the scope of this contract, nothing extra on that account will be admissible and it shall be deemed that such works so carried are as included in the scope.

16. Labor regulation:

- 16.1. In respect of person engaged directly and indirectly on the work, the successful tenderer (herein after called contractor) at his own expense will have to arrange the safety provisions to comply with the statutory regulation and CPWD safety codes for the persons deputed for the work.

17. PF Contribution:

- 17.1. The contractor shall register himself with labour licensing authority and obtain labour license number in this regard. The payments towards PF shall be paid by the contractor directly to the concerned governing bodies as per existing rules. The receipts of payments shall be submitted to AAI for verification at the time of submission of bills. Contractor should have Valid EPF Registration number. Certificate to this effect has to be produced.



18. ESIC Contribution:

18.1. The contractor shall obtain ESIC registration or ESIC's workmen compensation policy as applicable as per the prevailing labour legislation for workmen engaged for the work within a month from award of work. Contractor should have Valid ESIC Registration number. Certificate to this effect has to be produced.

19. Security requirements:

19.1. The Contractor shall arrange for the necessary Airport Entry Pass for the Persons employed for this Contract with concurrence from AAI, abiding to the existing as well as the future norms (if any change occurs) for obtaining the same. Also, the Contractor shall ensure that the engineers and workmen employed for this contract shall abide by the rules and conduct of the AAI in force time to time. Contractor shall bear the cost of parking charges for the employees at airport. All BCAS and Security related requirements and any other formalities as applicable / enforced from time to time shall be strictly complied with at no extra cost.

19.2. The contractor shall fulfill the following requirement which are mandatory for obtaining Aerodrome Entry Permits (AEPs) prior to the commencement of operations at Tuticorin Airport:

- I. The Contractor shall obtain Security Clearance (through E-Shaj Portal of Govt. of India/link via BCAS website) for the company from Bureau of Civil Aviation Security (BCAS).
- II. The contractor shall obtain the approval of Entity's Security Programme from BCAS.
- III. The contractor shall undertake police background checks of the employees recruited and obtain Police Verification Certificate (PVC) from concerned Superintendent of Police in respect of their employees (PVC obtained by the individual prior to the employment is not valid) Background checks shall be conducted at all the places of the applicant's residence in the previous one year and of his criminal history, if any. A valid Indian Passport issued in the previous 05 Years shall be considered in lieu of Background check, provided there is no change in the residential address.
- IV. After obtaining Police Verification, the contractor shall ensure that their employees shall attend one-day AVSEC Awareness Training arranged by the airport operator.
- V. Further the contractor is required to submit relevant documents to BCAS after submitting e-sahaj application for initiating provisional Security Clearance to the entry as per Addendum Order No. 01/2019 dated 08/09/2020.



20. The contractor shall be responsible for the following points during period of contract:

- I. It shall be the sole liability of the contractor (including the Contracting firm / company) to obtain and to abide by all necessary licenses / permissions from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the contract labour (Regulations & Abolition) Act, 1970.
- II. The minimum rates of the wages of the staffs shall be payable as per the minimum wage Act 1948 and as per the notification/Updates from time to time.
- III. Maintaining of all the records of workers deployed for the works as per contract labour (regulation) and abolition act 1970.
- IV. The contractor has to maintain the wage register for his employees and has to be produced for verification of the principal employer (AAI) as and when required.
- V. The payment to the workmen engaged by the contractor has to be made on or before 5th of every month through e-payment.
- VI. The Minimum wages per day multiplied by 30 days in order to arrive at monthly wages and Contractor shall allow employed workers for one day rest after continuous work for 6 days with pay wages at the same rate as for duty.
- VII. The contractor shall provide uniform along with Shoe and socks of approved quality and colour to his staff. All workmen shall attend duty in approved uniform.
- VIII. Criteria regarding BONUS payment shall be strictly complied.

21. The Contract will be valid for a period of **TWO YEARS** with effect from the date of signing of agreement and the contract shall be extendable on mutually agreed terms & conditions for one more year subject to satisfactory performance and approval of competent authority.



Annexure-I

UNCONDITIONAL ACCEPTANCE LETTER

To,
AGM(CNS),
O/o Airport Director
Airports Authority of India,
Tuticorin Airport,
Tuticorin, Tamilnadu – 628 103.

Sub: Acceptance of Terms & Conditions of Tender

Name of Work: “Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport”

E-Tender ID: 2022_AAI_104312_1

Dear Sir,

I/we, the undersigned, offer to undertake **Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport** in conformity with the terms & conditions of Tender.

The tender document for the works for “Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport” have been provided to me/us by Airports Authority of India and I/We hereby certify that I/we have read and understood the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/we shall abide by the conditions/Clauses contained therein.

I / We hereby unconditionally accept the tender conditions of AAI’s tender document in its entirety for the above works.

It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender uploaded and the same has been followed in the present case. In case any provisions of this tender are found violated after opening the tenders. I / we agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

That, I/We declare that I/we have not paid and shall not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I shall immediately report it to the Appropriate Authority in AAI.

We understand that you are not bound to accept the lowest or any bid, you shall receive.

Date:

Yours Faithfully,

(Signature of the Tenderer with stamp)

Name:

Address:

Contact:



Annexure-II

BILL OF QUANTITY (BOQ) – Sample

Name of Work: “Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport”

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
Note: 1) Bidder shall quote the rates excluding GST. 2) Bidder will quote Profit for 30 days							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE [Total Minimum wages for 01 semiskilled and 01 Unskilled for 30 days] In INR	Profit Margin in Figures To be entered by the Bidder for 30 days in INR	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
1	Job Contract for General Upkeep & assistance for maintaining CNS/AS equipment at Tuticorin Airport which includes providing One Semi-skilled and One Unskilled Manpower for 24 Months.						
1.01	Min. Wages: Semi-skilled = Rs.755.95 /day Unskilled = Rs.642.95/day Profit Margin [Including Uniform, shoe & socks, Statutory items, All BCAS and Security related expenses, Profit value and miscellaneous expenses]	24	Months	41967.00		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only			

NOTE:

1. This sample BOQ is provided here is only for format purpose.
2. For quoting rates, Original uploaded BOQ should be downloaded Online during submission of the bid.
3. Minimum wages as per Govt. of Tamilnadu have been calculated and entered in BoQ. The minimum wage act and rules of central/state government issued from time to time are applicable to this tender.
4. The Minimum wages per day multiplied by 30 days in order to arrive at monthly wages.
5. Bidder will enter Name of firm/company and will quote Profit Margin for a month (30 days) in the respective Blue colored Cells. The bidder shall enter Profit Margin which Includes Uniform, shoe & socks, Statutory items, All BCAS and Security related expenses, Profit value and miscellaneous expenses.

Note: GST is applicable as per appropriate HSN/SAC published by GOI.



Annexure-III

PROFORMA BANK GURANTEEE

(To be stamped in accordance with Stamp Act)
(The non-judicial stamp paper should be in the name of issuing Bank)

To

AGM(CNS)
O/o Airport Director
Airports Authority of India
Tuticorin Airport
Tuticorin- 628103.

Bank Guarantee No.& Date: -----

Amount of Guarantee: _____
Guarantee Valid up to: _____

Dear Sir,

In consideration of the Chairman, Airports Authority of India [hereinafter called "AAI"] having offered to accept the terms and conditions of the proposed agreement between _____ and _____ [here-in-after called "the said Contractor(s)"] for the works _____ [here-in-after called "the said agreement"] vide Order no _____ Dated _____, having agreed to production of irrevocable Bank Guarantee for Rs _____ (Rupees _____ only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) [herein after referred to as "the Bank"] hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs _____ (Rupees _____ only) on demand by AAI.
2. We _____ (indicate the name of the Bank) do hereby undertake to pay The amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).
3. We, the said bank further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.



4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Project-in-charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We _____ (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us.

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

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

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

Dated the _____ (Day) of _____ (Month) _____ (Year)
For _____ (Indicate the name of bank).



ANNEXURE IV

GST UNDERTAKING

(Successful bidder shall submit this undertaking)

To:
AGM(CNS)
O/o Airport Director
Airports Authority of India,
Tuticorin Airport,
Tuticorin -628 103.
Tamil Nadu

Sub: Undertaking GST – Reg.

Sir,

I, M/s._____, contracting in the capacity of proprietor,
hereby declare that,

M/s._____, contracting is registered under GST and compliance of GST
provision.

If non- compliance of GST provision and blockage of any input credit, M/s._____,
contracting responsible to indemnify AAI.

All input credits have been passed on to AAI by M/s._____.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)
with rubber stamp



Annexure – V

Bank Details

(Successful bidder is required to submit these details)

Name of the supplier / vendor	
PAN No	
Name of the bank	
Name of the branch	
Complete address of bank	
A/C of beneficiary	
Type of account	
Core Banking Account No. In full	
IFSC code of the bank	
GST Registration No.	

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

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE TENDERER

OFFICIAL SEAL _____

Date _____



Annexure-VI

AGREEMENT

(To be printed on Rs. 100/- stamp paper)

This agreement made this Date between Airports Authority of India , a statutory corporation incorporated under the Airports Authority of India Act, 1994, having its Head office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110 003 represented through AGM(CNS),O/o Airport Director, Airports Authority of India, Tuticorin Airport, Tuticorin 628 103 (hereinafter referred to as “Customer” or “AAI” which expressions include its administrators, Successors, Executers and assigns) of the one part and _____ (herein after referred as the “Contractor” which expression shall include its administrators, Successors, Executers and assigns) of the other part.

Whereas AAI is desirous of getting the work “Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport” (here in after called the work) done and has invited Tenders for this work as per Tender document issued for this purpose.

And whereas “Contractor” has participated in the above referred bidding vide their proposal opened on -----and AAI accepted their aforesaid proposal and awarded the contract to the contractor on terms and conditions contained in its Work order No. _____ dated -----and the documents referred therein, which have been accepted by the contractor resulting into a CONTRACT.

Now therefore this Deed witness as under:

Article 1.0 Award of Contract:

AAI has awarded the contract to the contractor for the work of “Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport” on terms and conditions contained in its Work order No . _____ dated _____ and the documents referred to therein. The award has taken effect from _____ the terms and expressions used in this agreement shall have the same meanings as are assigned to them in the “Contract Documents” referred to in the 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 (herein after referred to as “CONTRACT DOCUMENTS”).



AAI Notice Inviting Tender in respect of above work issued consisting of Instructions to Bidders, General Terms & Conditions of the Contract, Special conditions of the contract, Annexure-I (Unconditional Acceptance Letter), Annexure-II (Bill of Quantity), Annexure-III – (Performa of Bank Guarantee, Annexure-IV – (GST undertaking), Annexure-V (Bank details), Annexure-VI(Agreement), Annexure-VII (Power of attorney format for the Authorized person(s)), Annexure-VIII (Specimen of Affidavit on minimum wages).

AAI's price bid for "Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport"

AAI's Work order No _____ dated _____.

Contractor's proposal opened on _____ along with proposal sheets,
Contractors letter No dated _____.

Unconditional Acceptance Letter No. _____ dated _____ for AAI's
NIT Conditions.

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 Document and what has been specifically agreed to by the Customer in its letter of acceptance, any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the contractor in its Proposal not agreed to by the owner in documents mentioned above 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 & covenants:

The scope of contract consideration, terms of payment, price adjustment, taxes wherever applicable for a period of one year from _____ to _____ on a payment of Rs _____ /- (Rupees _____ only) (exclusive of applicable service tax) whatsoever may for one years . The payment will be made every month as per NIT conditions.

The scope of the work shall be as per the Contract Documents.

Article 4.0 Jurisdiction:

The courts of Tuticorin alone shall have the jurisdiction in respect of any dispute or difference arising at any time between the parties hereto in respect of this agreement.



IN WITNESSES 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 above mentioned at Tuticorin.

(CUSTOMER SIGNATURE)
(PRINTED NAME)(PRINTED NAME)

CONTRACTOR SIGNATURE

(DESIGNATION)

(DESIGNATION)

(COMPANY STAMP)

(COMPANY STAMP)

Witnesses:

[1]

[2]



Annexure-VII

Power of Attorney Format for the Authorized Person(s)

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are signing this bid on behalf of the company)

POWER OF ATTORNEY

By this POWER OF ATTORNEY executed on _____, we, _____, a Company incorporated under the provisions of companies Act, 1956 having its Registered Office at _____ (hereinafter

referred to as the 'Company') do hereby severally appoint, constitute and nominate _____ official(s) of the Company, so long as they are in the employment of the Company (herein after referred to as the 'Attorneys') to sign agreement and documents with regard to Tender No: AAI/TKN/CNS/Upkeep/2022 on _____ received from Airports Authority of India, Tuticorin Airport, Tuticorin 628 103 for "Job contract for General upkeep & assistance for maintaining CNS / AS equipment at Tuticorin Airport" and to do all other acts, deeds and things the said Attorneys may consider expedient to enforce and secure fulfillment of any such agreement in the name and on behalf of the Company.

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

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

By order of the Board

For _____

Company Secretary/Authorized Signatory

Attorney Signature of

Mr. _____

Attorney Signature of

Mr. _____

(Attested)

(Company Secretary/Authorized Signatory)



Annexure-VIII

SPECIMEN OF AFFIDAVIT ON MINIMUM WAGES

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

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

Date this, the Day of Month year

Deponent

Note:

This affidavit is to be attested by first class Magistrate/Notary Public on non-judicial stamp paper of 100/- (Rupees One Hundred only) and to be produced by the Successful Bidder.