

**TENDER DOCUMENT
FOR**

**“JOB CONTRACT FOR PROVIDING 03 TRAFFIC
ATTENDENTS AT INDORE AIRPORT”**



Airports Authority of India

D.A.B.H., Indore – 452005

TENDER ID No. 2020_AAI_58921

INDEX

NAME OF WORK: “JOB CONTRACT FOR PROVIDING 03 TRAFFIC ATTENDENT AT INDORE AIRPORT”

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AIRPORTS AUTHORITY OF INDIA
D.A.B.H. Airport, Indore

Ref:- AAI/Indore/ATM-96/XXX-00/2020/

Dated : 15/09/2020

NOTICE INVITING E-TENDER

1. Item rate tenders are invited through the e-tendering portal by Deputy. GM (ATM), Airports Authority of India, DABH Airport, Indore on behalf of Chairman, AAI from the eligible Manpower Providers / Contractors for the work of “**Job contract for providing Manpower 03 Traffic ATTENDENT at Indore Airport**” at an estimated cost of **Rs 6,66,540/-** (Exclusive PF, ESIC, BONUS, Dress and G.S.T.) for a period of 12 (Twelve) months(365 days+03 National Holidays). The contract may be extended further by one more year on the same terms and conditions on satisfactory performance of the contract. The scope of work broadly includes providing Manpower for Three Traffic Attendant (Un-Skilled Staff) in ATM Department at Indore Airport .

The tendering process is online at e-portal URL address is <http://etenders.gov.in/eprocure/app> Prospective tenderers are advised to get themselves acquainted for e-tendering participation requirements of the NIC CPP e-tendering portal <http://etender.gov.in/eprocure/app>.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk and the details of the Help desk are as under:

CPPP under GePNIC, Help Desk Services

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

Note-Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority. **Tel:** 0120-4200462, 0120-4001002. **Mobile:** 91 8826246593 **E-Mail:** support-eproc@nic.in

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

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

In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP).

Before submitting queries, bidders are requested to follow the instructions given in “**Guidelines to Bidders**” and get their computer system configured according to the recommended settings as specified in the portal at “**System Settings for CPPP**”.

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

Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings
Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 Ext-3512	0800-2000 Hrs (Mon-Sat)
Jr. Exe(IT)	After 4 Hours of Issue	sanjeevkumar@aai.aero	011-24632950 Ext-3505	0930-1830 Hrs (Mon-Fri)
AGM(IT)	After 12 Hours	snita@aai.aero	011-24632950 Ext-3523	0930-1830 Hrs (Mon-Fri)
Jt. GM (IT)	After 24 Hours	ykkaushik@aai.aero	011-24651507	0930-1830 Hrs (Mon-Fri)
General Manager (IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1830 Hrs (Mon-Fri)

AAI Helpdesk service shall remain closed on all Govt. Gazette Holidays.

2. Following 3 Envelopes/Covers shall be submitted through online at CPP portal by the bidder. As per the following schedule: **CRITICAL DATA SHEET- Particulars and Dates**

महत्वपूर्ण गतिविधियां /Schedule of Important Activities.	दिनांक एवं समय Date & Time	
Published Date	01/10/2020, 1800 Hrs	
Bid Document Download Start / End Date	01/10/2020 1800 Hrs	21/10/2020 1600 Hrs
Clarification Start Date	01/10/2020, 1800 Hrs	
Clarification End Date	12/10/2020 1800 Hrs	
Bid Submission Start Date	01/10/2020 1800 Hrs	
Bid Submission End Date	21/10/2020 1800 Hrs	
Last date and time of submission of original Demand Draft against EMD, Tender fee, duly signed, and stamped hard copy of AAI's Unconditional Acceptance Letter.	28/10/2020 1500 Hrs	
Bid Opening Date (Cover-I & Cover-II)	28/10/2020 1600 Hrs	
Opening Date (Cover-III)	To be notified through portal	

Cover-I: - Containing scanned copy of tender fee, EMD. MSME/NSIC are require to submit scan certificate, they are exempted from Tender Fee and EMD.

Unconditional Acceptance of AAI's Tender Conditions. (Performa **Annexure-I** of Tender Document).

The tenderer shall submit scanned copy of tender fee of value **Rs. 1180/-** in the form of Demand Draft, earnest money deposit (EMD) of value **Rs. 13,331/-** in form of Demand Draft of Nationalized or scheduled bank (but not from cooperative or gramin bank) drawn in favour of **Airports Authority of India** payable at Indore in "Fee folder" in the e-tendering portal .

Original/Hard copy of DDs and Unconditional Acceptance of AAI's Tender Conditions (Performa **Annexure-I**) are required to be submitted to the Bid Manager (**Deputy. Gen. Manager (ATM), AAI, DABH Airport, Indore-452005**) on **28/10/2020 1500 Hrs.**

Cover-II: - Containing qualifying requirements of Contractors / Firms.

The tenderer shall submit their application by downloading the qualifying requirements of Contractors / Firms from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents and firm's bio-data in support of their meeting each criterion mentioned below in the "PQ folder" in the CPP portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

2.1 Qualifying requirements of contractors/firms - Tenderers to submit necessary documents duly signed & stamped in support of following qualifying requirements :-

- (a) Details of Firm Registration with-A-State /DGR/Local authority/ others
- (b) Proof of Experience : A certificate/ work order from the client stating the similar nature of work (Manpower service providing in Civil, Electrical, Airport Terminals, Other Service sectors),carried out and certifying that the work has been satisfactorily performed must be submitted as proof of experience. The agency must possess experience in providing manpower in Central Govt./State Govt./Public Sector Undertakings/reputed private companies during the last 07 years.
- (c) Proof of completion/performance certificate (Completion Certificate issued by the end user) with complete details of works claimed. Bidder Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered) with satisfactory performance certificate of at least three works for each of **Rs. 2,66,616 .00** or two works, each of **Rs. 3,33,270 .00** or one work of **Rs. 5,33,232 .00** in single contract of similar nature of works i.e. supply of man power during last seven years ending on last date of submission of e-Bid.
Client certificate for experience should show the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms showing work experience certificate from non-government / Non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.
- (d) Should have annualized average financial turnover of **Rs. 1,99,962 .00** against works executed during 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 firm should be submitted along with the application.
- (e) Self-attested copy of the Registration Certificate issued by the Regional Provident Fund Commissioner. In case the agencies/firms do not have EPFO/ESI Registration Nos., they should submit undertaking to obtain the same within one months of issue of work award letter.
 - (f) Self-attested copy of the Registration Certificate issued by Employees State Insurance Corporation.
 - (g) Self-attested copy of Goods & Service Tax Registration Certificate.
 - (h) Self-attested copy of the Permanent Account Number.
 - (i) Affidavit on 100 /- stamp paper (scan copy to be uploaded in Technical Bid/Attachment section .) of Minimum Wages & declarations (**Annexure-II**)
 - (j) Affidavit on 100 /- stamp paper (scan copy to be uploaded in Technical Bid/Attachment section .) of No Debar/ No Due **Declarations under Annex-III**
 - (k) Undertaking for GST compliance (**Annex-IV**) on letter head and upload scan copy in Cover-II
 - (l) Power of Attorney (In case of Signatory is other than Director of a Company or Proprietor / Partner of the Firm)
 - (m) Attach scanned copy of signed Tender Document including Corrigendum (If any).

Note- Do not upload unnecessary documents eg. Company profile, running contract agreements, irrelevant experience certificate.

Cover-III: - The Financial e-Bid shall be submitted in e-tendering portal.

Bidders are required to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BOQ template in e-procurement portal; the same is to be downloaded and filled by all bidders. Bidders are required to download the BOQ file, open it and complete the **unprotected cells** with their respective **financial quotes** and **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 file name. If the BOQ file is found modified by the bidder, the bid will be rejected.

Original tender fee and original EMD of AAI's tender conditions to be sent to the **Deputy. Gen. Manager (ATM) , AAI, DABH Airport, Indore-452005** and should reach to bid manager before the date & time of opening of pre-qualification of tender (Cover-I). Tender of the tenderer whose tender fee and EMD are not received by the time of the opening of pre-qualification of tender, their tenders will be summarily rejected. Any postal delay will not be entertained. (**Agency should mention Name of Work on Envelope/Cover containing above documents**).

3. **Bids Opening Process is as below:-**

Cover-I: Containing application fee, EMD and Unconditional Acceptance of AAI's Tender. MSME/NSIC are require to submit certificate, they are exempted from Tender Fee and EMD.

Conditions (uploaded by the contractors / firms) shall be opened on **28/10/2020,1600 Hrs**

The intimation regarding acceptance / rejection of their bid will be intimated to the contractors / firms through e-tendering portal.

Cover-II: Containing document for pre-qualification bid (uploaded by the contractors / firms) shall be opened on **28/10/2020 1600 Hrs** hrs. The intimation regarding acceptance / rejection of their bid will be intimated to the contractors / firms through e-tendering portal.

Cover-III: The financial bids of the contractors / firms found to be meeting the qualifying requirements shall be intimated through e-tender portal.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover-I and Cover-II, they will be asked to provide it through e-tendering portal. The bidder shall upload the requisite clarification/documents within time specified by AAI, failing which tender will be liable for rejection.

6. 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 at any stage without assigning any reason.
7. AAI reserve the right to disallow issue of tender document to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any department of AAI. **AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award of 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 firm then AAI shall take the following action:**
 - a) **Forfeit the entire amount of EMD submitted by the firm.**
 - b) **The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.**
8. Consortium/JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
9. Security deposit will be 10% of the tendered amount, which has to be deposited by tenderer (after adjusting 2% EMD) within 15 days of issue of award letter. The same shall be released after the three months of successful completion of work or final payment whichever is later.
10. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
11. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary and any of the Directors / Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.

Deputy .GM (ATM)
for Airport Director
Airports Authority of India
Indore Airport

GENERAL CONDITION OF CONTRACT

1. The work in general shall be carried out in accordance with the specification and as per direction of Incharge-ATM. Traffic ATTENDENT will be deployed at ATC Tower for daily routine work excluding Air Traffic Control Services.
2. Contractor is required to obtain Airport Entry Permit (AEP) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS) through AAI. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable / enforced from time to time shall be complied with at no extra cost. No claim what so ever on this shall be allowed. Incidental expenses incurred towards PIC shall be borne by the contractor.
3. The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the Incharge-ATM and nothing extra shall be paid on this account.
4. The contractor shall comply with proper and legal orders and direction of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
5. The Contractor shall execute his work in such a manner that no damage is made to the existing structure.
6. The work is required to be executed at the ATS Complex, Indore Airport, which is very sensitive area where both safety and quality of execution are to be maintained by the contractor.
7. The Contractor shall at their sole cost and expenses furnish and provide for rendering services covered by this agreement to the entire satisfaction of Airport Director. The TRAFFIC ATTENDENT work shall be carried out in three shifts on all days including Holidays.
8. If at any time the work of conduct of any worker is found unsatisfactory by AAI, such persons shall be removed by the Contractor immediately with suitable substitute.
9. The contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty.
10. The work force deployed for this job contract shall be regular employee of the contractor. The contractor shall be responsible for the recruitment, retirement and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.
11. The In-Charge(ATM) or an officer nominated by Airports Authority of India shall be authorized to give instructions to the Contractor staff at the premises of Airports Authority of

India on all matters relating to this work. Similarly, the authorized contractor staff shall report on all matters concerning the above work to the In-Charge(ATM) or to the officer nominated by Airports Authority of India.

12. The Contractor has to ensure that the service, are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force sufficient strength and competence to maintain the normal operations.
13. If the contractor or Authority shall desire to terminate this agreement, he shall give one calendar month's (30 days) notice in writing of such desire and shall up to the time of such termination, pay the amount due and perform and observe the covenants on his part herein before contained, then immediately on the expiration of such notice, this contract shall cease but without prejudice to the rights and remedies to which the Authority or the party has become entitled in respect of any antecedent claim or breach of the covenant.
14. Any notice required to be served to the contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
15. The period of notice given under this agreement will count from the date of receipt of notice by either side.
16. Subject as herein before otherwise provided all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director or any other officer for the time being authorized by or entrusted with functions, duties and powers of the Airport Director in respect of Airport under his charge.
17. The contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall he, witness such written consent as aforesaid or transfer this contract or any part thereof.
18. The Contractor shall comply with the requirements of all standard Health Clauses including those given below :-
 - i) The contractor shall notify to Airports Director whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Director may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized medical Attendant of the airport and take and precautionary and preventive measures considered necessary.
 - ii) The contractor shall deploy only such manpower for the work which is under permissible age limit, having sound health & physically and mentally fit for working in airport operational area.

19. The Contractor shall employ only such servants as shall have good character and be well behaved and skillful in their businesses. He shall furnish the Authority in writing with the names, photographs (3 copies), parentage, age, residence and specimen signature or thumb impression of servant who he proposes to employ and the Authority shall be at liberty to forbid the employment of any person who it may consider undesirable. The servants employed by him shall be under general discipline of Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.
20. The Contractor will during the continuance of this contract insure against any claims for workman's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such insurance company as the Authority shall approve of and shall produce for inspection on demand by Authority all policies in respect thereof and the receipts from time to time for current premium. He shall pay employees at least minimum wages etc. as prescribed by Central Government from time to time.
21. a) In the case of such breach of terms of this contract as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement may not be terminated, the Authority may at its discretion recover compensation from the Contractor upto the limit of security deposit of the contract. The decision of the Authority in this respect will be final and binding on the contractor.
- b) The Contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of AAI, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum and sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- c) The contractor shall be responsible for all matters arising out of the performance of the contract and shall comply and adhere to, at their expense with all laws/act/ enactment / orders / regulations / statutory obligations, whatsoever of the Government of India / State Government ,any statutory or non-statutory authority. The contractor shall indemnify and keep indemnified and save AAI harmless against all liabilities in this respect. The contractor shall be fully responsible for the work, conduct, supervision and control of all their own personnel and AAI shall in no way be held liable and responsible for supervision, control, etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over contract awarded to them and the persons engaged for the purpose under this

contract, the contractor shall be responsible and liable under the provisions of civil and criminal laws etc. for their work, behavior and Industrial Relation problems and AAI shall have no responsibility whatsoever on this account.

22. In the event of any breach of the terms and conditions and duties to be performed by the Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all immediately as may be called by the authority to pay so that the security deposit shall at all times during the continuance of this contract, be the above said sums. On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to his without interest.
23. If the contractor shall at any time fail or neglect to perform and observe any of the terms and conditions and covenants herein contained and on his part to be observed and performed or in the events of his being adjudged insolvent or any order appointing a Receiver is made under the Insolvency Act against him, then and in any such case, the Authority may without prejudice to other rights and remedies by giving fifteen days notice in writing to him terminate this agreement and he shall upon such termination peacefully give up the contract and make over vacant possession of any premises made over to him for carrying on his business / service without any right to compensation whatsoever and thereupon this agreement shall absolutely determine without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach of terms, conditions and covenants by him.
24. a) This contract may be terminated by the Authority by giving seven days notice in writing given at any time without assigning any reason. If the agreement is so terminated all the structures, installations, equipments and all other things whatsoever brought by the contractor shall be removed by the contractor and the premises shall be delivered up to the Authority without claiming any compensation whatsoever provided that the Authority shall have the absolute option of purchasing the said structures or installations on the said space or any part of them at a valuation to be agreed between the Authority and the licensee and in case of disagreement to be fixed by arbitration as provided in this agreements.

b) If the Contractor is an individual or a proprietary concern and the individual or proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without AAI being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation AAI shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.

25. The Contract hereby granted shall not be construed in any way as giving or creating any other right or interest in the said space building(s) / land / garden/ tank / premises to or in favor of the contractor but shall be construed to be only as a contract on terms and conditions herein contained.
26. The E-TENDERER shall acquaint him with the proposed site of work, its approach roads, working space available before quoting his rates.
27. a) The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any damage to such properties. He shall make good, at his cost and to the satisfaction of the In-charge(ATM), any damage to AAI property or public or private property whatsoever caused thereon by the contractor.
- b) That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arises then Contractor shall be liable to borne for the expenses and result of such litigation.
- c) In case were the contract period is over or the contract is terminated by either party the Contractor shall employ the personnel deployed by it at other place. In case the workmen recruited by the Contractor are not provided work at any other place and are discharged then all the eligible workmen shall be paid retrenchment compensation, gratuity, bonus, earned leave and other benefits payable under the labour laws.
28. In the events of any restrictions being imposed by the Security Agency, AAI or any other authority having jurisdiction in the area on the working or movement of labour / material, the Contractor shall follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to make up by generating additional resources etc.
29. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Government property and in case of any damage he shall make good the same at his own cost.
30. **DRESS CODE AND PENALTIES** : It is responsibility of contractor to provide dress and shoes to deployed staff . Un dressed, late reporting on duty and absentee cases will attract penalty. Rs. 250 will be charged as penalty for each case.
31. **PAYMENTS:** Monthly running payments will be made in following month after deducting any taxes, recoveries, penalties, etc which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required and payments to the employees shall be made in presence of an officer of AAI deputed for the purpose / in the bank accounts of the employees supported with bank statement.
32. **RATES** : Minimum Wages for Un-skilled staff (traffic attendant) is Rs 525 per day (As per Latest Circular of O/o the Chief Labour Commissioner (Central), New Delhi vide their circular no. F.No.1/VDA(3)/2020-LS-II dtd. 06.05.2020) for - Area B) with P.F contribution @ of 13.00 % of

daily wages ,E.S.I.C contribution @ of 3.25% of daily wages and Bonus @ 8.33% of daily wages and as per time to time rule framed by Ministry of Labour and Employment.

33. Contractor shall pay 03 National Holiday duty wage to staff.
Total Dress cost (02set for each staff, shoes one set for each staff and winter jersey one set for each staff) for 03 workers, maximum Rs. 8400.00 + GST is reimbursable by AAI.

34. Processing of Bills:

A) Bills of service charges will be processed subject to submission of following document:

- 1) Duly signed salary disbursement sheet of previous month.
- 2) Proof of deposition of ESIC (Employees State Insurance Contribution) for the previous month.
- 3) Attendance sheet of the month for which payment is demanded.
- 4) Salary details paid to employees.
- 5) Proof for payment of GST of previous month/ quarter, which ever applicable.
- 6) Proof of deposit of EPF (Employee Provident Fund) for the previous month.

34. Novation Clause:

The contract period is for One year 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.

35. 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.

ARBITRATION AND LAWS

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question , claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) **Through Dispute Resolution Committee:** If a 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 Officer In-Charge; the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) appointed by {Airport Director/Competent Authority}.
- (ii) 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.
- (iii) DRC will give its report within 45 days of its constitution.”

It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. AAI and Contractor.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence.

It is also a term of contract that If the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the AAI that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

- (iv) **Adjudication through Arbitration:-** Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Competent Authority, AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims.

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Laws governing the Contract:

The Indian Laws shall govern this contract for the time being in force.

UNCONDITIONAL ACCEPTANCE LETTER

ANNEXURE-I

(ORIGINAL ON 100/- STAMP PAPER TO BE DESPATCHED BY POST & SCANNED COPY TO BE PUT IN COVER NO.1)

(Please refer Clause 02 on e-N.I.T.)

To,

Deputy General Manager (ATM),
ATS Complex,
Airport Authority of India,
DABH Airport,
Indore – 452005

UN CONDITIONAL ACCEPTANCE OF AAI's E-TENDER CONDITIONS

Sir

1. The E-TENDER documents for the **JOB CONTRACT FOR PROVIDING MANPOWER FOR 03 TRAFFIC ATTENDENT AT INDORE AIRPORT** have been sold to me / us by AAI and I / We hereby certify that I / We have inspected the site and read the entire terms and condition of the E-TENDER documents and I / We shall abide by the condition / clauses contained therein.
2. I / We hereby unconditionally accept the E-TENDER condition of AAI's E-TENDER documents in its entirety for the above work.
3. After unconditionally accepting the E-TENDER conditions in its entirety, it is not permissible to put any remarks / condition in BOQ File '**Cover No. 3**' and the same has been followed in the presents case. In case, this provisions of the E-TENDER is found violated after opening '**Cover No.3**'. I / We agree that the E-TENDER shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.
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. The required earnest money amounting to Rs. _____ by way of Demand Draft No. _____ drawn on _____ payable at _____ is enclosed herewith.

Yours faithfully,

(Signature of tenderer with Date & seal / rubber stamp)

Annexure-II

(ORIGINAL ON 100/- STAMP PAPER & SCANNED COPY TO BE PUT IN COVER NO.2)

AFFIDAVIT

(For Payment of Minimum wage & Bonus)

I ----- (Name), aged ----- years, s/o -----(Name)
, Proprietor/ Managing Partner/ Managing Partner 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 is awarded to our agency , the wages to be paid to workers shall not be less
than the minimum wages determined by appropriate Govt. Authorities from time to time.

I Will pay Bonus to employed staff as per “The Payment of bonus (Amendment) Act. 2015 and The Payment of
bonus Act , 1965 “

Dated this, theday of.....month.....year.

DEPONENT

Place :

Date:

**Note: This affidavit is to be attested by a First class Magistrate / Notary public on non-judicial stamp
paper of Rs.100/-**

Annexure-III

(ON 100/- STAMP PAPER & SCANNED COPY TO BE SUBMITTED IN COVER-II)

Format for Declaration regarding debarred/ blacklisted and No Dues

(Strikeout which is not applicable)

I/We.....S/o, W/o
D/o..... hereby declare that we are the owner/ proprietor/ partners of the
M/s..... (Name of Firm)

I/We further declare that, M/s or its members/
proprietor/ partners are neither debarred/ blacklisted by any of the Institution/ PSE/ Central
Govt./ State Government in India.

or

Our Firm M/s has been debarred/ blacklisted
by..... for years w.e.f. to
.....

We further declare that, our Firm/ Company have no outstanding dues of any station of AAI.

Or

That our Firm/ Company has a dues of Rs..... of AAI..... station
under the Contract/ Work.....

Signature with Name of the Proprietor/ Partners etc.
Seal Signature of the Firm

UNDERTAKING FOR GST COMPLIANCE

(ON LETTER HEAD OF FIRM / COMPANY, TO BE SUBMITTED IN COVER-II)

To,
The DGM (ATC),
D.A.B.H. Airport, Indore.

Sub: **Undertaking regarding GST Compliance**

Refer Tender ID: _____.

Sir,

1. Tender documents for the works, "**JOB CONTRACT FOR PROVIDING SERVICES OF 03 TRAFFIC ATEENDENT AT DABH AIRPORT, INDORE**", have been issued to me / us by Airports Authority of India.

2. I / we hereby certify that I / we have registered under GST and the GSTIN is _____ (to be filled in by the agency).

3. I/ we hereby undertakes that I/we will comply all GST provisions and all input credit related to this work will be passed on to the Airports Authority of India.

Yours Faithfully
On behalf of (Firm's Name)

Signature of the Tenderer
Date (Stamp of Firm)

FORMAT FOR AGREEMENT FOR JOB CONTRACT FOR PROVIDING THREE
TRAFFIC ATTENDENT IN ATM SECTION AT
D.A.B.H. AIRPORT, INDORE –452005

ARTICLES of agreement made at Indore Airport this _____ day of _____ 2020 BETWEEN Airports Authority of India a corporate body constituted by the Central Government under the Airports Authority of India Act (55 of 1994) and having its offices at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 and at Civil Aerodrome, Indore hereinafter referred to as the 'Authority' which term shall include its Chairman, Director or Controller of Aerodrome/Communications and other Officers, Successors and assigns of the one part AND _____ S/o. _____
_____ carrying on business in the name and style of _____
_____ having its _____ Principal Office at _____
_____ of the other part hereinafter referred to as 'Contractor' which shall include his heirs and representatives.

NOW WHEREAS the Authority is desirous of award of work of THREE TRAFFIC ATTENDENT IN ATM SECTION AT D.A.B.H. AIRPORT, INDORE which will be provided by Contractor at the ATS Complex of Indore Airport in the operational area. AND WHEREAS Contractor and the Authority hereby mutually agree to the following terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER :

1. The Contractor hereby agrees to render to the Authority the said services as specified in the Form of E-TENDER, Agreement and its Annexure.
2. This agreement shall be deemed to commence from _____ and shall continue to be in force until _____ or earlier as determined by the Authority by giving to the Contractor one calendar Month's written notice of its intention to terminate the same without assigning any reasons.
3. In consideration of the contractor performing the said services, the Authority shall pay the contractor the sum of Rs. _____ (Rupees _____ only) per month before the 7th of every month on submission of the bill by the contractor. The bill should include the details of each payment and affirm to Labour Laws.
4. The Authority shall allow the Contractor, his agents, representatives or employees to enter into the said premises for the purpose of rendering the said services for the authority. The Contractor hereby agrees and undertakes to make good any loss or damage caused to the premises and property by his agents, representatives or employees while rendering the said services.

5. The contractor hereby agrees to employ in his own employment, the necessary work force and supervisory staff required for the purpose of executing the jobs entrusted to him by the laws of the Central/State Government. The Contractor shall meet all the requirements of Contract Labour (Regulation & Abolition) Act 1970 statutory provisions regarding minimum wages and other statutory labour regulations as applicable from time to time.
6. The authority will not be responsible for any injury sustained by Contractor's workers during the performance of their duties and also for any damages or compensation due to any dispute between him and his workers. To comply with all liabilities arising out of any provision of labour Acts/Enactments hitherto in force or enacted from time to time during the execution of this contract, shall be the responsibility of the contractor. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Furthermore, the contractor shall be responsible for the payment of compensation, insurance etc., if any, in respect of his employment.
7.
 - a) It has been mutually agreed that the present arrangement shall be terminated by either parties by giving one months notice of such desire in writing, no such notice or notice period would be required to be given to the Contractor in case of contravention of any clauses or services by him or his personnel. The decision of Authority in this regard shall be final and binding.
 - b) However, In case it is noticed by the Authority that the work carried out by the contractor is not upto the required standard, 2 days written notice will be given to him warning of the bad state of work and asking him to improve upon the standard within this period. In the event of the Authority finding that there is no improvement and the work is not being carried out as per instructions, the contract will be terminated by giving 24 hours notice.
8. **The contractor shall pay 10% of the contract amount which will be retained by the Authority as security deposit** for the due and faithful fulfillment of the contract, at the time of initiation of contract, failing which the same shall be deducted from the first month's wage bill. The security deposit will be refunded 30 days after the satisfactory completion of the contract. No interest shall be payable by the Authority on the amount of security deposit so held. The Authority reserves the right to forfeit fully or partly the security deposit in the event of failure on the part of the contractor to execute the contract or observation of all or any of the terms and conditions.
9. The contractor agrees to undertake the additional jobs other than those specified in the said schedule on the Authority paying such additional charges as may be mutually agreed to between the parties.
10. The contractor agrees to insure the persons deployed against any damage to persons or property due to the commission or omission of any act by the contractor or any person deployed by him.
11. The contractor undertakes to carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards the nature of service or as regards the personnel doing the same, the Authority shall intimate to the Contractor who shall attend to the complaints promptly.

12. The Authority shall give all reasonable facilities to the contractor, his agents, representatives and employees to carry out their obligations to the Authority.
13. The Contractor or his authorized representatives shall report the time of commencement and ceasing of the work to the authorized person(s) named by the Authority wherever applicable.
14. The agents, representatives and employees of the contractor will abide by the Rules & Regulations of the Authority while performing their jobs in the said premises.
15. The contractor shall employ only such servants who shall have good character and be well behaved and skillful in their work. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen of signature or thumb impression of all servants who he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person who it may consider desirable. The servants employed by him shall be under general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character and antecedents of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.
16. The contractor agrees to obtain at his own cost necessary license etc. from the O/o. the Regional Labour Commissioner (C) Indore as required under contract labour (R&A) Act 1970 and produce the same before commencement of the work. The contractor shall also obtain such license etc. at his cost under the various laws from time to time for performing the necessary job and AAI does not take any liabilities whatsoever on this account. In case of non renewal of any statutory licenses the contractor shall be solely responsible for the consequences and it shall further lead to automatic termination of this arrangement.
17. The contractor shall pay no less than minimum wages to its employees as increased by the central govt.(whichever is higher) from time to time. Payment of wages to the contractor's employees shall be made through a/c cheque payment or e- transaction in the presence of authorized representative of AAI before 7th of every month.
18.
 - a) The contractor's employee shall have no right whatsoever to claim any employment in AAI & the benefits arising there from & they shall be the contractor's employees for all purposes at all the time. Before deploying any personnel the contractor shall submit an Undertaking from his personnel so deployed that they will not seek employment in AAI.
 - b) The employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arises then Contractor shall be liable to borne for the expenses and result of such litigation.
19. The contractor has to produce PF & ESIC certificate every month along with bill to the effect that PF & ESIC has been deposited with appropriate authority in respect of personnel engaged by him.
20. The contractor has gone through the general conditions of contract and the same are accepted by him for the execution of the contract awarded to him.

21. The decision of the Authority with regard to any dispute arising out of this contract shall be final.
22. This contract or benefits and obligations arising out of this contract shall be strictly personal to the contractor and shall not on any account be assignable or transferable except with the consent in writing of the Airports Authority of India.
23. The contractor his agents and employees would be responsible to carry out the work described and identified in Annexure - A to this agreement.
24. The contractor shall comply with the provision of the Central Government rules & Regulations under minimum wage act 1948, Contract labour (Regulation & Abolitions) Act 1970, Workmen's compensation Act 1923, Industrial dispute Act 1947, Employees state insurance Act 1923, The payment of Bonus (amendment) Act 2015, GST or any modification thereof or any other laws relating there to and rules made here under from time to time.
25. The complete tender document consisting of NIT, General conditions, Tender form and work order shall constitute as the part of this agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HAND

THIS THE _____ DATE _____ SIGNED AND

DELIVERED BY THE _____

IN THE PRESENCE OF 1. _____

2. _____

SIGNED AND DELIVERED BY _____

IN THE PRESENCE OF 1. _____

2. _____

Note-To be presented on Rs 500 stamp paper

SCHEDULE OF QUANTITIES

Note: The party requires to quote amount in the prescribed financial bid format (BOQ) Excl file .Rates quoted shall be exclusive of PF,ESIC,BONUS,Dress,shoes,shocks jersey & GST.

NAME OF WORK:- JOB CONTRACT FOR WORK OF THREE TRAFFIC ATTENDENT IN ATM SECTION AT D.A.B.H. AIRPORT, INDORE.

Sr. No	Description of item	Qty	Unit	Rate/ Month for 03 Traffic Attendant (Excluding PF, ESIC,BONUS,Dress,shoes shocks, jersey & GST)		Total Amount In Rs.
a	b	c	d		e= dX12	
				In Figure	In words	
1.	<p>Providing 03 Traffic Attendant (Un-skilled staff) in ATM Section at DABH Airport, Indore as per the General Conditions of contract</p> <p>Note (1) The rate shall be quoted inclusive of all taxes but excluding GST, GST is payable extra as per Tax invoice and prevailing GST rate at the time of Billing</p> <p>(2) The rate shall be exclusive of PF, ESIC and Bonus ,Dress component. PF, ESIC and Bonus component will be reimbursed on the actual payment basis and submission of documentary evidence.</p>	12	Month			

PQ PERFORMA TO BE SUBMITTED BY APPLICANTS IN PQQ FOLDER (Cover -1)

Name of work: - "JOB CONTRACT FOR THREE TRAFFIC ATTENDENT IN ATM SECTION, DABH AIRPORT,INDORE."

1		3	4
Ref.No.	Qualifying Criteria	Particulars	Check list
1.	Scan copy of Tender cost DD	Date:- Amt.:- Bank:.....	Attached :Yes/No
2.	Scan copy of EMD DD	Date:- Amt.:- Bank:.....	Attached :Yes/No
3.	NSIC OR MSME Certificate(If Applicable)		Attached :Yes/No
4.	Unconditional acceptance of AAI's tender conditions in its entirety as per enclosed format.		Attached :Yes/No

Date:-

Signature with Stamp
Authorized Signatory of the Agency / Manufacturer.....
Note:- All are requested to fill up the required data in the above performa.

ANNEXURE-VI

PQ PERFORMA TO BE SUBMITTED BY APPLICANTS IN PQQ FOLDER (Cover -2)

Name of work: - “JOB CONTRACT FOR THREE TRAFFIC ATTENDENT IN ATM SECTION, DABH AIRPORT,INDORE.”

1		3	4										
Ref.No.	Qualifying Criteria	Particulars	Check list										
1	Details of Registration with- A-State /DGR/Local authority/ others		Attached :Yes/No										
2	Proof of Experience of Works claimed. (copies of relevant PO / Work Order issued by the end user)	Govt. organization/private clients (Tick whichever is applicable. In case, experience of private client, TDS certificate from clients to be enclosed).	Attached :Yes/No & If TDS certificate applicable: Attached :Yes/No										
3	Proof of minimum- (i) One Work Rs. 5,33,232.00 (ii) Two work- Rs 3,33,270.00 (each) (iii) Three work-Rs 2,66,616.00(each) Work completion/performance certificate (Completion Certificate issued by the end user as per Section 2.1(c) of NIT with complete details of works claimed) Work completion/performance certificate (Completion Certificate issued by the end user as per Section 2.1(c) of NIT with complete details of works claimed)	(i) One Work - Rs (i) Two Work - <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:50%;">Work-1</td><td style="width:50%;">Rs.</td></tr><tr><td>Work-2</td><td>Rs.</td></tr></table> (i) Three Work – Rs <table border="1" style="width:100%; border-collapse: collapse;"><tr><td style="width:50%;">Work-1</td><td style="width:50%;">Rs.</td></tr><tr><td>Work-2</td><td>Rs.</td></tr><tr><td>Work-3</td><td>Rs.</td></tr></table>	Work-1	Rs.	Work-2	Rs.	Work-1	Rs.	Work-2	Rs.	Work-3	Rs.	
Work-1	Rs.												
Work-2	Rs.												
Work-1	Rs.												
Work-2	Rs.												
Work-3	Rs.												
4	Section 2.1(d) of NIT. As a proof of financial turnover, copy of abridged Balance Sheet (ABS) along with Profit and Loss account of the firm (bidder) for last three years ending 31 st March 2019. Minimum Turnover Required- Rs. 199962.00		Proof of Turnover Attached (Abridged balance sheet and profit & loss account certified by Chartered Accountant)										
5	EPFO Reg. No. of Company	Attach scan copy of EPFO Reg.	Attached :Yes/No										
6	ESIC Reg. No. of Company	Attach scan copy of ESIC Reg.	Attached :Yes/No										

7	GST	Attach scan copy of GST Reg.	Attached :Yes/No
8	PAN	Attach scan copy of PAN Card	Attached :Yes/No
9	Affidavit on Minimum Wages & declarations	(Annexure-II)	Attached :Yes/No
10	Affidavit on No Debar/ No Due Declarations under Annex-III	(Annexure-III)	Attached :Yes/No
11	Undertaking for GST compliance	(Annex-IV)	Attached :Yes/No
12	Any other eligibility related documents as per tender document (If applicable)		Attached :Yes/No
13	Power of Attorney (In case of Signatory is other than Director of a Company or Proprietor / Partner of the Firm)		Attached :Yes/No
14	Signed Tender Document including Corrigendum (If any).		Attached :Yes/No

DECLARATION

I (.....) hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage found fake / incorrect, my EMD may be forfeited & debarred from tendering in AAI.

Date:-

Signature with Stamp
Authorized Signatory of the Agency / Manufacturer

.....
Note:- All are requested to fill up the required data in the above performa.