



AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT

Tender Fee: Rs.1770.00 (Inc. GST)

E-Tender

SHORT TERM NOTICE INVITING TENDER

Tender No.	2022_AAI_112304
Ref No.	SR-27/2/2022-APD-SR-TIRUPATI
TITLE	Job contract for hiring of manpower for ESS Up keeping of Terminal and Ancillary buildings at Tirupati Airport
Last Date for Sale of Tender Online	18.04.2022 Till 1100 Hrs
Last Date for Submission of Tender Online	18.04.2022 Till 1100 Hrs
Date of Opening of Tender Envelope-A	19.04.2022 Till 1130 Hrs

THIS IS CERTIFIED THAT THIS NIT DOCUMENT CONTAINS TOTAL 21 PAGES



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TIRUPATI AIRPORT**

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**AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT**

NOTICE INVITING TENDER

E-Tenders from eligible bidders are invited by Deputy General Manager (OPS), TIRUPATI AIRPORT on behalf of Chairman, and Airports Authority of India for the work as detailed below:

1	Name of Work: “Job contract for hiring of manpower for ESS Up keeping of Terminal and Ancillary buildings at Tirupati Airport”
2	Period of Contract: 06 (Six) month. The Contract may be renewed on the expiry for a further period (up to Six months), subject to satisfactory service rendered by the Contractor or depends upon the requirement.
3	Estimated Cost: Rs. 48,92,238/- (Rupees Forty eight lakhs ninety two thousand two hundred and thirty eight only) (excluding GST, EPF, ESI, BONUS and Hike in Minimum Wages).
3.1	EMD: EMD of the value Rs. 97,845/- shall be accepted online through the CPP E-Tender portal
4	Cost of Tender Fee: Rs. 1770.00(Rs.1500+GST@18%) non-refundable will be paid online only through payment gateway provided at the CPP Portal itself.
4.1	Tender documents shall be obtained from Airports Authority of India through Central Public Procurement Portal (URL http://etenders.gov.in/eprocure/app) only, Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: http://etenders.gov.in) by using valid Digital Signature Certificates on the CPP portal, Bidders, who have positive intent to participate, can create a bid response only through CPP portal (e-Procurement), after online payment of non-refundable tender fee. Duly complete e-bid response shall be submitted on the CPP e- procurement tender portal only along with the EMD. Any amendment or corrigendum to the tender document shall be posted only on CPP portal (e-Procurement) URL (https://etenders.gov.in/eprocure/app).
4.2	Exemption from paying tender fees & EMD . i. Micro, Small and Medium Enterprises (MSMEs) – registered with District Industries Centers or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered –shall be issued Tender Documents free of cost and shall be exempted from paying Earnest Money Deposit (EMD).

4.3	<p>The Tenderer shall upload the required documents in 02 Envelopes.</p> <p>Envelope A: The Envelop A shall contain scanned copies of all the documents as per ANNEXURE-4.</p> <p>Envelope B: The tenderer shall upload the digitally signed Bill of Quantities in Envelope B</p> <p>Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and be filled in the editable (un-protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.</p> <p>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 blue 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.</p>
5	<p>Eligibility Criteria:</p>
5.1	<p>Agency Should have valid registration on the date of issue of tender in appropriate class of CPWD/ MES/ P&T/ RAILWAYS/ STATE PWD/ PSUs/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata</p> <p style="text-align: center;">OR</p> <p>Agency specialized in the similar nature of work and Registered with Registrar of Companies/Firms/Central Govt. /State Govt. and Should have satisfactorily completed. (Phase/part completion of the scope of work in a contract shall not be considered), however pre-determined phasing of the work will be accepted) three works, each of Rs. 19,56,896/- (40% of estimated cost) or two works each of Rs. 24,46,119/- (50% of estimated cost) or one work of Rs. 39,13,790/- (80% of estimated cost) in single Job contract of un-skilled/semi-skilled/skilled manpower during last 07 (Seven) years ending on 31/03/2022 in India.</p> <p>(Firms showing work experience certificate from Non-Government/ Non-PSU organizations should submit 'Tax Deduction at Source certificate' in support of their claim for having experience of stipulated value of works.)</p>
5.2	<p>ANNUALIZED AVERAGE FINANCIAL TURNOVER: The bidder firm shall have Annualized Average Financial Turnover of at least Rs.14,67,672/- (30% of estimated cost) or more during last three financial years, ending 31st March of previous year. As a proof of financial turnover for the last THREE YEARS, a certificate from Chartered Accountant shall be submitted by bidder. Copy of abridged Balance Sheet along with Profit & Loss account of the firm (bidder) for last THREE YEARS shall also be submitted.</p> <p>All documents issued/attested by chartered accountant shall have UDIN. Any document issued/attested by chartered accountant without UDIN shall not be accepted.</p>
6	<p>No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.</p>
7	<p>Airport Director, Airports Authority of India, Tirupati Airport - 517520 shall be the accepting Authority herein after, referred to as such for the purpose of this contract.</p>
7.1	<p>Conditional tender will be summarily rejected.</p>

8	Rates:
8.1	Rates quoted shall be inclusive of minimum wages, contractor profit etc. as per government rules. If increase in minimum wages than the existing minimum wages rate during contract period, same (difference in minimum wages) shall be reimbursed to contractor on production of documentary evidence. No additional payment such as contractor profit will be reimbursed due to increased wages.
8.2	The rates once approved shall be final and no escalation/deviation shall be accepted under any circumstances.
9	Earnest Money Deposit: As per clause 3.1

10	Security Deposit/Recovery of Security Deposit The contractor whose tender(s) may be accepted shall deposit 10% of the contract value towards security deposit in the form of NEFT/RTGS only or shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill.																		
10.1	After completion of work, Deputy General Manager (OPS) shall, on demand from the Contractor, refund to him the security deposit, provided that, the Deputy General Manager (OPS) is satisfied that there is no demand outstanding against the Contractor.																		
11	Important Dates :																		
	<table border="1"> <tr> <td>1. Publishing Date</td> <td>07.04.2022 (1800 Hrs)</td> </tr> <tr> <td>2. Bid Document Download/Sale Start Date</td> <td>07.04.2022 (1800 Hrs)</td> </tr> <tr> <td>3. Clarification Start Date</td> <td>07.04.2022 (1800 Hrs)</td> </tr> <tr> <td>4. Bid Document Download/Sale End Date</td> <td>18.04.2022 (1100 Hrs)</td> </tr> <tr> <td>5. Clarification End Date</td> <td>11.04.2022 (1000 Hrs)</td> </tr> <tr> <td>6. Bid Submission Start Date</td> <td>07.04.2022 (1800 Hrs)</td> </tr> <tr> <td>7. Bid Submission End Date</td> <td>18.04.2022 (1100 Hrs)</td> </tr> <tr> <td>8. Bid Opening Date: Envelope A</td> <td>19.04.2022 (1130 Hrs)</td> </tr> <tr> <td>9. Bid Opening Date: Envelope B</td> <td>26.04.2022 (1100 Hrs)</td> </tr> </table>	1. Publishing Date	07.04.2022 (1800 Hrs)	2. Bid Document Download/Sale Start Date	07.04.2022 (1800 Hrs)	3. Clarification Start Date	07.04.2022 (1800 Hrs)	4. Bid Document Download/Sale End Date	18.04.2022 (1100 Hrs)	5. Clarification End Date	11.04.2022 (1000 Hrs)	6. Bid Submission Start Date	07.04.2022 (1800 Hrs)	7. Bid Submission End Date	18.04.2022 (1100 Hrs)	8. Bid Opening Date: Envelope A	19.04.2022 (1130 Hrs)	9. Bid Opening Date: Envelope B	26.04.2022 (1100 Hrs)
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12	A responsive bidder is one who submits priced tender and accepts all terms and conditions of the contract documents. a) A Tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected. b) The Accepting Authority reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates.
13	The Tenderer shall not be permitted to tender for works in Airports Authority of India, in which his near relative is posted. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and their near relatives who are working in any office of Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years.

14	The Tender for works shall remain open for acceptance for a period of Ninety days from the date of opening of Technical Bid. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
15	A Tenderer shall submit the Tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall Debar the firm for minimum three years to tender for AAI in any name/ style.
16	On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Officer-In-Charge shall be communicated to the Officer-In-Charge.
17	<p>MODE OF SUBMISSION OF TENDERS:</p> <ol style="list-style-type: none"> 1. The tendering process is online at NIC Central Public Procurement Portal URL address http://etenders.gov.in/e procure/app. Aspiring bidders may go through the tender document by Login CPP Portal. 2. Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at “Instruction for online bid submission”, register themselves at NIC e-tender portal, obtain ‘User ID’ & ‘Password’ and go through the ‘Self Help files’ available in the Home Page after log in to the portal http://etenders.gov.in”. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 day time. 3. Tender document may be downloaded from CPP portal: https://etender.gov.in/e procure/app
17.1	THE OTHERS DOCUMENTS TO BE UPLOADED IN CPP PORTAL ARE LISTED AS UNDER:
17.1.1	<p>Agency Should have valid registration on the date of issue of tender in appropriate class of CPWD/ MES/ P&T/ RAILWAYS/ STATE PWD/ PSUs/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata</p> <p style="text-align: center;">OR</p> <p>(Firms showing work experience Agency specialized in the similar nature of work and Registered with Registrar of Companies/Firms/Central Govt./State Govt. and Should have satisfactorily completed (#Phase/part completion of the scope of work in a contract shall not be considered, Rs. 19,56,896/- (40% of estimated cost) or two works each of Rs. 24,46,119/- (50% of estimated cost) or one work of Rs. 39,13,790/- (80% of estimated cost) in single Job contract of un-skilled/semi-skilled/skilled manpower during last 07(Seven) years ending on 31/03/2022 in India. Certificate from Non-Government/ Non PSU organizations should submit ‘Tax Deduction at Source certificate’ in support of their claim for having experience of stipulated value of works).</p>
17.1.2	The bidder shall upload copy of PAN card along with copy of Income Tax return of last three years.
17.1.3	Unconditional acceptance of AAI’s Tender Conditions as attached. (As per Annexure 1)
17.1.4	Declaration (As per Annexure 2)
17.1.5	Copy of G.S.T. Registration.
17.1.6	Copy of E.P.F Registration.
17.1.7	Copy of E.S.I.C. Registration.

17.1.8	Memorandum of Association or Partnership Deed or proprietorship deed as the case may be.
17.1.9	“Power of attorney” in case person other than the tenderer has signed the tender document.
17.1.10	An affidavit regarding minimum wages on Non-Judicial stamp paper of Rs.100/-(As per annexure-3).
17.1.11	Check List (Annexure 4)
17.1.12	Tender Documents issued by AAI. All performas forming part of the Tender documents shall be filled in, digitally signed by the Tenderer.
17.1.13	Registration copy of NSIC/MSME certificate (if applicable) to get concession in tender fee & EMD.
17.1.14	CA Certified Firms Turnover certificate for the last 03 years ending 31/03/2021.
17.1.15	The rates shall be in whole numbers and shall be entered in figures on CPP Portal
17.1.16	Undertaking regarding debarment/Blacklisting as per Annexure A
17.2	NO CONDITION, WHATSOEVER, SHOULD BE STIPULATED IN THIS PART.
17.3	Non-submission of any of the aforesaid documents or submission of any of the aforesaid documents in a manner which is in non-conformance with the relevant clause of the tender document shall result in rejection of tender.
17.3.1	Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.
17.3.2	This notice of Tender shall form part of the contract documents. The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 30 days from the date of award of work, sign the contract consisting of Notice inviting Tenders, General conditions of contract, special/additional condition, General Specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to. The successful tenderer has to submit valid license for the awarded work issued by RLC within 30 days, before commencement the work (if applicable).
18	Notification of Award: Notification of Award of contract will be made in writing to the successful Bidder. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.



**AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT
GENERAL CONDITIONS OF CONTRACT**

Sl. No.	INTERPRETATION AND DEFINITION
1	Singular & Plural: Where the context so requires, words importing the singular only also include the plural and vice-versa.
2	Headings and Marginal Notes to Conditions: Headings and marginal notes to these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
3	Definitions:
3.1	AAI shall mean Airports Authority of India having its headquarters at New Delhi and includes a duly authorized representative of AAI or any other person empowered in this behalf by AAI to discharge all or any of its functions.
3.2	The “Accepting Authority” shall mean the Airport Director, Tirupati Airport, Airports Authority of India.
3.3	The “Contract” shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between AAI and the Contractor together with the documents referred to therein including these Conditions with appendices and any special Conditions, the specifications, designs, drawings, schedule of quantities with rates and amounts and schedule of rates. All these documents taken together shall be deemed to form one Contract and shall be complementary to one another.
3.4	The “Contractor” shall mean the individual or firm or company whether incorporated or not, Joint Venture/Consortium undertaking the works and shall include legal representative of such individual or persons composing such firm or incorporated company, or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
3.5	The Contract Sum shall mean the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates quoted by the tenderer for the various items.
3.6	A “Day” shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
3.7	“Deputy General Manager (Ops)” shall mean the Officer or Officer’s appointed by the Accepting Authority or his duly authorized representative who shall direct, supervise and be in charge of the works for purpose of this contract.
3.8	“Excepted Risks” are risk due to riots (otherwise than among Contractor’s employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign hostilities, civil war, rebellion, revolution, insurrection, military or unsorted power, any acts of Government, damage from aircraft, acts of God, such as earthquake, lightning and unprecedented floods and other causes over which the Contractor has no control and accepted as such by the Accepting Authority.

3.9	Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers issued by AAI or the Standard Schedule or Rates prescribed by AAI and the amendments thereto issued from time to time.
3.10	A “Week” shall mean seven days without regard to the number of hours worked in any day in that week.
3.11	“Tendered Value” means the value of the entire work as stipulated in the letter of award.
4	Work to be carried out:
4.1	The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, which may be required in preparation of that and in the full and entire execution and completion of the Works.
5	Inspection of work:
5.1	The Contractor shall satisfy himself before submitting his tender as to the form and nature of the work, the quantities and materials necessary for the completion of the Work, he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.
6	Sufficiency of Tender:
6.1	The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the Works.
7	Discrepancies and Adjustment of Errors:
7.1	The several documents forming the, Contract are to be taken as mutually explanatory of one another, Special Conditions in preference to General Conditions.
7.2	In the case of discrepancies between Schedule of Quantities, the Specifications, the following order of preference shall be observed (a) Description in Schedule of Quantities. (b) Particular Specification and Special Conditions if any.
7.3	If there are varying or conflicting provision made in anyone document forming part of the Contract, the Accepting Authority shall be deciding authority with regard to the intention of the document.
8	If on check there are found to be differences between the rates given by the contractor in words and figures, the rates whichever is lower will be taken as correct.
9	The rates once approved shall be final and no escalation/ deviation shall be accepted under any circumstances.
10	Period of Contract: 06 (Six) month. The Contract may be renewed at expiry for a further period of Six months subject to satisfactory service rendered by the Contractor.

11	Security Pass: The personnel deputed for the work by the Firm/Contractor/Agency shall be issued temporary Airport Entry Permit (TAEP) by Security department of AAI. The contractor has to submit the police verification report and other required documents of the persons for the same before the start of work, at own cost. The contractor shall be responsible for misuse of any TAEP and be liable for action by security agencies at the airport. The agency shall obtain the BCAS clearance from E-Sehaj Portal on priority.
12	The EPF, ESI, Bonus & GST amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence. (Copy of monthly challans with name & number (EPF & ESI) of the engaged workers shall be submitted). AAI shall reimburse only Employers contribution in EPF & ESIC.
14	Contract Labour Regulations
14.1	It shall be the sole liability of contractor (Including the Contracting firm/ Company) to obtain and to abide by all necessary license/ permissions from the authority concerned as provided under the various labour legislations including the Contract labour (Regularization & Abolition) Act, 1970.
14.2	The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract labour (Regularization & Abolition) Act 1970, the Inter-State Migrant workman (Regulation of Employment & Conditions of Service) Act 1979, the minimum Wages Act 1948, the payment of Wages Act 1936 the Workman's Compensation Act 1923 and the other relevant Act, Rules and Regulations, Instructions etc. issued/ enforced from time to time.
14.3	The employee to be paid daily wages (As applicable & amended from time to time) as per their categories like one, along with P.F contribution @ of 12 % of daily wages and E. S. I. C contribution @ of 3.25% of daily wages. Minimum wages shall be as per O/o Chief labour commissioner, New Delhi circulars issued and amended from time to time.
14.4	The contractor shall provide a list of contract Workers engaged for this contract work along with their PF Account No. & ESI Registration No.
14.5	The payment of daily wages to the employee to be paid monthly through account NEFT/RTGS only but not later than 7th of every month by the contractor and necessary document of payments of wages and deposit of PF, ESI and other statutory benefits. The agency shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of disputes relating to the dues and employment of personnel deployed by them.
14.6	On commencement of the contract, the contractor shall continue to have valid PF and ESI code No. till completion of the contract. AAI reserve the right to withhold any payment if ESI and PF contributions are not paid by the contractor and proof to that effect have not been produced regularly by the contractor. Non-production of PF and ESI challans of monthly contributions before its due date but not later than 21 st of every month by the contractor, shall be liable for action against the contractor and recovery/ withheld @ 29% RA bill amount against PF & ESI respectively from their R/A Bills shall be made. PF number, ESIC number and deductions thereof has to be mentioned in employee's monthly salary slip.

15	The contractor shall be responsible to depute 02 Skilled and 50 Unskilled personnel. The deployed personnel under the preview of this contract will perform ESS (cleaning) related work at Terminal buildings and ancillary buildings at Tirupati Airport. The Contractor shall deploy manpower for all the days of the month including relievers in case any employee is absent. The attendance of reporting for duty will be maintained by the Deputy General Manager (OPS) AAI.
16	Sub Contracts: The Contractor shall not sublet any portion of the contract without the prior written approval of the Accepting Authority.
17	Instructions and Notices:
17.1	Subject as otherwise provided in this Contract, all notices to be given on behalf of AAI and all other actions to be taken on its behalf may be given or taken by the Deputy General Manager (OPS) or any officer for the time being entrusted with the functions, duties and powers of the Deputy General Manager (OPS).
17.2	All instructions, notices and communications, etc. under the Contract shall be given in by email or in writing by registered post to the last known address of the Contractor.
18	Foreclosure of Contract in Full or in Part due to Abandonment or Reduction in Scope of Work: If at any time after acceptance of the tender AAI shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out, the Deputy General Manager (OPS) shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the Works.
19	Termination of Contract for Death: If the Contractor is an individual or a proprietary concern and the individual or the 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.
20	Cancellation of Contract in Full or in Part:
	If the Contractor: (a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from Airport Director / Deputy General Manager (OPS) or
	(b) Commits-default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Airport Director / Deputy General Manager (OPS) or

	(c) Fails to complete the Works or items of work with individual dates of completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Airport Director / Deputy General Manager (OPS) or
	(d) Shall obtain a Contract with AAI as a result of ring tendering or other non-Bonafede methods of competitive tendering; or
	(e) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager.
21	Changes in constitution: Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business-concern such approval as aforesaid shall likewise be obtained before the Contractor enters in to any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be cancelled after a notice in writing of 7 days from the Airport Director / Deputy General Manager (OPS).
22	Payment
22.1	No mobilization advance shall be paid for any activity.
22.2	The payment shall be made on monthly basis. The 100% of the charges minus the recoveries if any shall be paid after successful completion of each month and on satisfactory performance certification from the Deputy General Manager (OPS) of AAI. The contractor has to submit the following documentary evidence for claiming the payment. a) Copy of wage register/salary slip duly signed by individual workman. b) Copy of PF challan with the details of amount deposited against each worker deployed. c) Copy of ESI challan with the details of amount deposited against each worker deployed. d) Copy of attendance duly signed. e) Proof of Payments made on account of wages to workers
22.3	The proof of EPF& ESIC deposit of the staff deployed for this work must be submitted along with the monthly bill. The bill will not be processed without the current documents of EPF & ESIC.
22.4	In case of non-payment of wages or any other dues of any workman engaged by contractor, AAI reserves the right to make payment and to recover the amount of such payment from bill of contractor or any other amount payable to him under any contract or as debt payable by contractor.
22.5	Payment shall be made to contractor after deduction of security deposit and taxes as per statutory requirements prevailing at the time of payment. The Final bill shall be paid to the agency after disbursement of all the payment to the workers including bonus. No dues certificate duly signed by each worker need to be submitted in this regard.
23	Income Tax and work contract tax Recovery: Before releasing payment to the Contractor, income tax and work contract tax recovery shall be made from the contractor's bill at the rate as applicable during that time.
24	Over payments and Under payments:
24.1	Whenever any claim for the payment of a sum of money to AAI arises of or under this Contract against the Contractor the same may be deducted by AAI from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other Contract with AAI or from any other sum due.

24.2	AAI reserve the right to carry out post-payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc., AAI further reserve the right to enforce recovery of any overpayment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
24.3	If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by AAI from the Contractor by any or all of the methods prescribed above or if any underpayment is discovered the amount shall be duly paid to the Contractor by AAI.
25	Contract Agreement
25.1	The contract agreement shall be executed on a non-judicial stamp paper of value Rs. 100/- and cost of the stamp paper shall be borne by the Contractor.
25.2	Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.
25.3	The contract shall submit an affidavit regarding minimum wages on a non-judicial stamp paper of value Rs. 100/- (as per annexure-3) and cost of the stamp paper shall be borne by the Contractor.
26	The contractor shall also be responsible for any damage to other public utility services/private property during the execution of the work and shall have to make good the loss for such damage, in accordance with the provisions for the recovery of losses by various departments/or imposition of penalty by any court of law.
27	Arbitration and Laws
27.1	Arbitration: Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and so the quality of workmanship or materials used on the work or as to any other question, claim, right, relating to the contract, designs, drawings, specifications, estimates, instructions. Orders of these conditions or otherwise concerning the works or these execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator as may be appointed by The Regional Executive Director (SR), Airports Authority of India, Regional Head Quarters, Chennai. It is the term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion, the award of the Arbitrator shall be final, conclusive and binding on all parties to this contract.
27.2	Laws governing the Contract: This contract shall be governed by the Indian Laws for the time being in force.

28	The Authority will not be responsible for any injury sustained by the workers during performance of their duties and also for any dispute between him and his workers. To comply with all liabilities out of any provision of labour act /enactment's either in force or enacted from time to time during the execution of this contract shall be the responsibility of Contractor/Firm/Agency. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Furthermore, the a g e n c y shall be responsible for the payment of compensation, insurance etc. If any in respect of his employees.
29	If AAI is not satisfied with the conduct, behavior etc. of any the staff, the contractor shall replace the person concern as per advice ofAAI.
30	Records:
30.1	The contractor shall keep and maintain all records as are required to be maintained by the contractor under the Contract labour (Regularization & Abolition) Act, 1970/The factory act/The payment of wages act/ or any other applicable law, rules, regulations and shall furnish to the concerned officers/authorities in this behalf of any and all information, reports and return as are required to be furnished by the contractor under any such laws, rules or regulations.
30.2	The AAI shall entitle at all times to carry out any check or inspection of the contractors' facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractors and that the workman are not denied the right and benefits to which they are entitled under provisions. Any violation shall, without prejudice to any other right or remedies available to AAI, constitute a ground for termination of the contract as though specifically set under clauses of GCC thereof.



AIRPORTS AUTHORITY OF INDIA

SPECIAL CONDITION OF CONTRACT

Sr. No.	CONDITIONS
1	Lowest rate will be decided based on overall total amount .
2	Only one party will be decided based on lowest rate.
3	<p>Rates quoted shall be inclusive of minimum wages, contractor profit etc. if the increase in minimum wages of the existing minimum wages rate during contract period, same shall be reimbursed to contractor on production of documentary evidence.</p> <p>No additional payment such as contractor profit will be reimbursed due to increased wages. As per the Govt of India, Ministry of labour and employment, Office of the Chief Labour Commissioner order dated 31/03/2022 & File No. 1 / 4(3)/2022-LS-II, The minimum wages of the employees to be deployed are</p> <p>1) Skilled – Rs 625/day 2) Unskilled – Rs 443/day</p>
4	The contractor shall be responsible to depute 02 Skilled and 50 unskilled persons under this contract, 08 hours daily duty per person in all days of the month. Contractor shall deploy the reliever in case of any person employed under this contract is absent on any day and the cost of the reliever is included in the contract.
5	<p>Penalty for absence of manpower per shift per person: Absence of Sweeper / Operator/Supervisor: 1.25 x times of minimum wages for each absence in any shift.</p>
6	<p>Cancellation of Contract: The contract can be cancelled by the Accepting Authority i.e. “Airport Director, Airports Authority of India, Tirupati Airport-517520” by giving 15 days’ prior notice on account of unsatisfactory, poor performance or without assigning any reason.</p>
7	The number of shifts and the shift timings shall be decided by Deputy General Manager (OPS) as per the operational requirement.
8	The personnel provided by the Firm/Contractor/Agency will not claim to become the employees of AAI and there will be no Employee and Employer relation between the personnel deployed by the Firm/Contractor/Agency.
9	Prorate deduction shall be deducted from the contract amount for the days of absentees of contractor’s employees.
10	The Firm/Contractor/Agency shall be solely responsible for any accident/medical/health related liability/compensation/insurance for the personnel deployed by the Firm/Contractor/Agency at AAI, Tirupati Airport; AAI shall have no liability in this regard.

(TO BE SUBMITTED **ON CONTRACTOR'S LETTER HEAD** ON CPP PORTAL) **Annexure-1**

UNCONDITIONAL ACCEPTANCE

To
The Airport Director Airports
Authority of India Tirupati
Airport
Tirupati - 517520

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work "**Job contract for hiring of manpower for ESS Up keeping of Terminal and Ancillary buildings at Tirupati Airport**" have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of Airport Director . Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accepts the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of clauses of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document and the same has been followed in the present case. In case, this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD.
4. That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. The required earnest money for this work has also been submitted.

Yours Faithfully

Date:

(Signature of the Contractor/firm)

With Rubber Stamp

(TO BE UPLOADED ON CONTRACTOR'S LETTER HEAD ON CPP Portal)

Undertaking regarding debarment/blacklisting

To
The Airport Director,
AAI, Tirupati Airport.

I/ We..... (Name and post of authorized signatory) on behalf of (Name of firm) do hereby solemnly affirm and declare as follows:

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

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

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

[Signature and name of the authorized signatory of the firm]

Date :
Place:

DECLARATION

I (_____) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake / incorrect, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / Legal action.

(Name & Signature of the Tenderer with stamp)

Date: _____

Place: _____

This affidavit is to be attested by a First Class Magistrate / Notary Public on non-judicial stamp paper of Rs. 100/-.

AFFIDAVIT

I..... (Name), aged years, s/o..... (Name), Proprietor/ Managing Partner/ Managing Director of..... (Name of the 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 the workers engaged shall not be less than the minimum wages determined by appropriate Govt. Authorities from time to time.

Dated this, the day of month Year.

DEPONENT

Place:

Date:

Checklist

Para	Sub Para	Complied (Yes)/ Not Complied (No)	Name of the documents attached in verify the the tender to compliance. (As applicable)
17	17.1.1(a)	(Yes / No)	Tender Fee Amount: Rs.1770.00 non-refundable will be paid online only through payment gateway provided at the CPP Portal itself.
	17.1.1(b)	(Yes / No)	Proof of payment of EMD of Rs. 97,845 /-
	17.1.1(c)	(Yes / No) (Yes / No) (Yes / No)	Three works of the amount of a. Rs. b. Rs. c. Rs. or 2. Two works of the amount of a. Rs. b. Rs. or 3. One work of the amount of Rs.
	17.1.1(d)	(Yes/No)	Valid registration certificate in appropriate class of CPWD/ MES/ P&T/ RAILWAYS/ STATE PWD/ PSUs/ Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata
	17.1.2	(Yes/No) (Yes/No) (Yes/No) (Yes/No)	A. PAN No.: B. IT Return of F.Y.2018-19 C. IT Return of F.Y.2019-20 D. IT Return of F.Y.2020-21
	17.1.3	(Yes / No)	Unconditional acceptance as per Annexure-1.
	17.1.4	(Yes / No)	Declaration As per Annexure-2.
	17.1.5	(Yes / No)	Goods & Service Tax Registration No. document :
	17.1.6	(Yes / No)	E.P.F Registration No. document :
	17.1.7	(Yes / No)	E.S.I.C. Registration No. document :
	17.1.8	(Yes / No)	MOA/Partnership deed /Proprietorship deed document :
	17.1.9	(Yes / No)	Power of attorney document (If Applicable) :
	17.1.10	(Yes/ No)	Affidavit regarding Minimum Wages on Non Judicial Stamp paper of Rs. 100 as per Annexure-3
	17.1.11	(Yes/ No)	Check list As per Annexure-4
	17.1.12	(Yes/ No)	Scanned copy of tender document. Digitally signed
	17.1.13	(Yes/ No)	Registration copy of NSIC/MSME if applicable.
	17.1.14	(Yes/ No)	CA Certified Turnover Certificate (Containing UDIN Number) for the F.Y.2018-19, F.Y.2019-20 and F.Y.2020-21.
	17.1.15	(Yes/ No)	Undertaking regarding debarment/Blacklisting as per Annexure A

(Name & Signature of the Tenderer with stamp)

Schedule of Quantities:

Validate		Print		Help		<u>Item Rate BoQ</u>		
<p>Tender Inviting Authority: AIRPORTS AUTHORITY OF INDIA</p> <p>Name of Work: Job Contract for hiring of manpower for ESS Up-Keeping of Terminal and Ancillary Buildings at Tirupati Airport</p> <p>TENDER ID: 2022_AAI_112304</p>								
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 column, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Value only)								
NUMBER	TEXT	TEXT	NUMBER	TEXT	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Item Code / Make	Quantity	Unit	Quoted Currency in INR / Other Currency	RATE in Figures To be entered by the Bidder (Excluding GST) Rr. P	TOTAL AMOUNT (Excluding GST) in Rr. P	TOTAL AMOUNT (Excluding GST) in Words
1	2	3	4	5	12	7	8	10
1	Rendering services as stop gap arrangement for upkeep of Terminal Building and ancillary buildings by providing minimum 52 nos. persons (2 Nos. Skilled and 50 Nos. Unskilled) per day including week off. Consumable materials will be supplied by Ops department. All manpower will be deputed as per shift wise and as per requirement of Terminal Manager.	Item No.1	6.00	Months	INR	0.00	0.00	INR Zero Only
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words							INR Zero Only	