

E Bid No. 2021_AAI_75602_1

Tender Fee: Rs.1180.00 (Inclusive of GST)
[Non-refundable]

भारतीय विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA

सिविल हवाई अड्डा, गोरखपुर

GORAKHPUR AIRPORT, GORAKHPUR

CNS/सीएनएस

TENDER DOCUMENT

निविदा कागजात



Name of Work: "Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport"

TENDER No.: AAI/GKP/CNS/WORK CONTRACTE-NIT/21/21-22/

(CPP Portal Tender ID No. :- 2021_AAI_75602_1)

Estimated Cost	Rs. 878067/- (Excluding of GST)
EMD Amount	N/A

Bid Manager:

Approved By

Vijay Kumar
Sr. Manager (CNS)

Prabhakar Bajpai
Airport Director

NIT No.:- AAI/GKP/CNS/WORK CONTRACTE-NIT/21/21-22/ Date: 12.04.2021

1. Name of Work: “Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport”

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NIT No.: AAI/GKP/CNS/WORK CONTRACTE-NIT/21/21-22/

Date: 12.04.2021

Tender Reference No. :- 2021/AAI/GKP/ WORK CONTRACT

CPP Portal Tender ID No. :- 2021_AAI_75602_1

1. Sealed Item rate(s) E-Tenders are invited through the NIC CPP e-tendering portal by the Bid Manager [Senior Mgr. (CNS)] for Airport Director, Gorakhpur on behalf of the Chairman, A.A.I, from the eligible contractors for the work of **“Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport”** at an estimated cost of **Rs. 878067/-** (*Excluding GST, EPF, ESI, BONUS, Labour Cess and any other charges* but inclusive of contractor profit , uniform cost, minimum wages etc.) with a period of completion of **12 (Twelve) Months**.

The tendering process is online at NIC CPP e-portal URL address <http://etenders.gov.in/e procure/app>. for downloading the Tender document, eligibility criteria, other related corrigendum & online submission of the e-tenders. Further clarifications/corrigendum in this regard, if any, shall also be put up through the CPP Portal.

Prospective tenderers are advised to get themselves acquainted for e-tendering participation requirements of the NIC CPP e-tendering portal <http://etender.gov.in/e procure/app>.

For any technical assistance with regard to functioning of E-tender portal the bidder may contact to the following AAI help desk numbers between 08:00 hrs to 19:00 hrs on all working days :-011-24632950 Ext: 3512 (six lines), 011-24632950 Ext-3505 E-mail Address: eprochelp@aai.aero

The e-bid response submitted by bidding firm(s) against this tender shall be valid for a minimum of 180 Calendar days from the date of opening of technical bid by AAI on AAI e-portal.

Work order may extend upto six months (maximum) in steps of three months on same terms & conditions. Such extension will come in effect when both the parties are mutually agreed.

2. Following 03 covers / Envelopes shall be submitted through online at CPP e-portal by the bidder. Last date and time of submission of bids (Cover I, II & III) is 27.04.2021 **upt 12:00Hrs**. Clarifications needed (if any) shall be sent through “seek clarification” tap of e- tendering CPP portal only upto **12:00 Hrs. on 26.04.2021**.

Cover-I (Fees): Containing scanned copy of Tender fee receipt, EMD receipt (N/A for this tender), Unconditional Acceptance of AAI’s Tender Conditions (Annexure-I), Permanent Account Number (PAN) and GST Registration undertaking.

The tenderer shall submit **scanned copy of tender fee** of value of **Rs. 1180/- (i/c. GST) & Earnest Money Deposit (EMD)** of value of NIL shall be paid “Online Line ” through SBI MOPS/

Gateway using SBI/Other Bank/ NEFT/RTGS mode and send the fee receipt certificate issued by Nationalized/ Scheduled Bank (but not from cooperative or Gramin Bank) under RBI, having branch in India. If tender fee/ EMD is not paid, then valid exemption certificate shall be submitted as per NIT criteria.

Cover-II (Pre Qual /Technical): Containing qualifying requirements of Contractors / Firms. The tender 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 "Pre Qual/Technical 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.

Qualifying requirements of contractors / Firms (Should be in Cover-II) :-

- i) Valid PF Registration Number & Valid ESI Registration.
- ii) 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. **351227.00 (40% of the estimated tender cost)** or two works, each of Rs. **439034.00 (50% of the estimated tender cost)** or one work of Rs. **702454.00 (80% of the estimated tender cost)** in single contract of similar nature of work during last seven years ending on last date of submission of e-Bid in India.

Bidder shall submit performance certificate in respect of the experience of works claimed by bidder against execution of works listed above. Certification of satisfaction with complete detail of work carried out shall be submitted. Further completion certificates should be issued by the end Customer. In case of experience of Private sectors, bidder has to submit TDS certificate issued by the Customer in support of payment received and execution of work.

A list of clients served (with contact address) shall also be attached.

- iii) Should have annualized average financial turnover of 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. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- iv) The Duly digitally signed Tender Document.
- v) **Power of Attorney:** Power of Attorney (On Rs. 100 Stamp) as per the format given in Annexure-VII authorizing the designated executive to sign all documents on behalf of the company/ firm, if the bid is not signed by Director of the Company or Partner/ Proprietor of the firm.
- vi) **Article of Memorandum of Association or Partnership deed or Proprietorship deed as the case may be.**

vii) Details of the Vendor Firm/ Company: Format enclosed as Annexure-IV of the tender document.

viii) Proforma for Under taking: Bidder shall not be black listed or should not have a pending case or pending complaint of irregularity in India or abroad, by any global international body like World Bank / International Monetary Fund / World health Organization etc., or any Indian State/ Central Governments Departments or Public Sector Undertaking of India. Bidder is required to submit an undertaking in this regard as per Annex-V. If the claim of the bidder is found to be wrong or the bidder is blacklisted by any of these agencies during the bid evaluation process his bid is liable to be rejected at that stage.

ix) Declaration by the Contractor/ Tenderer: A declaration will be submitted by the contractor/ Tenderer along with his Pre-Qualification cum technical bid on his LETTER HEAD As per Annexure-VI.

x) Checklist as per Performa at 'Annexure-VIII' (duly filled & signed)

Cover-III (Finance): The Financial e-Bid shall be submitted only in BOQ (Excel File) at e-tendering CPP portal. Currency of quote shall be Indian Rupees.

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

Bidders are required to note that they should necessarily submit their **financial bids in the format provided in BOQ (Excel File) and no other format is acceptable**. The price bid has been given as a standard BOQ template in e-tendering CPP 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 document of Financial Bid shall not be submitted as hard copy to AAI in any case.

Refund of EMD: EMD of Unsuccessful bidders who fail to qualify the Cover – I (Fee) / Cover – II ((Pre Qual /Technical) stage will be initiated within 7 days of their rejection and their EMD will be returned thereof. (N/A for this tender)

The critical dates for this tender are as given below:

Sr. No.	Activity	Date	Time in IST
1	Publishing Date & Time	12.04.2021	1800hrs
2	Bid Document Download / Sale Start Date & Time	12.04.2021	1800hrs

3	Clarification Start Date & Time	12.04.2021	1800hrs
4	Clarification End Date & Time	26.04.2021	Upto 1200hrs
5	Document download/ Sale End Date & Time	27.04.2021	Upto 1200hrs
6	AAI Response to Bidder Queries	12.04.2021 to 26.04.2021	Upto 1200hrs
7	Bid Submission Start Date & Time	12.04.2021	From 1800hrs
8	Bid Submission End Date & Time	27.04.2021	Upto 1200hrs
9	Bid Opening Cover –I & II	28.04.2021	1200hrs
10	Date of Opening of financial bids Cover-III	To be intimated letter	

Clarification after the due date stipulated above will not be entertained and No extension of date will be granted.

2. Micro & Small Enterprises registered with DIC/ NSIC/ KVIC/ KVIB/ Directorate of Handicraft and Handloom etc. shall be facilitating for benefits as per the public Procurement Policy for Micro and Small Enterprises (MSEs)

Note: - MSEs seeking exemption and benefits for tender fee & EMD should enclose an attested / self-certified copy of valid registration certificate, giving details of such validity stores / services etc. in **Cover-I (Fee Folder)**, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

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 CPP portal. The bidder shall upload the requisite clarification/ documents within time specified by AAI, failing which tender will be liable for rejection.

3. AAI is not responsible for any postal delay or delay due to link failure /internet problem etc. in respect of submission /receipt of any documents or in submission of e-Bid. Bidders who are intending to submit responsive e-Bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the Bidder to make sure that the required documents /e- Bid is submitted in time.
4. Shortfall documents in Cover-I & Cover-II will be asked through CPP portal as per the rules and regulations of CPP Portal.

5. 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 any stage without assigning any reason. AAI reserves the right to disallow issue of tender documents to working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter or restrain / Temporary / Permanent debar by any department of AAI. **AAI reserves the right to verify the credentials 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.
6. Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
7. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
8. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors / Partners / 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.
9. On CPP portal all tenders and related documents are to be digitally signed, encrypted and Up-loaded in the respective folders.
10. If all the documents are not digitally signed & encrypted, the buyer shall not accept such open bids for evaluation purpose and treated as non-responsive. Such bid shall be liable to be rejected.

Contact Details of Bid Manager –

Name – Vijai Kumar (CNS) e-Mail ID –
cnsicvegk@aai.aero

Mb. No. –9565403333

In-Charge (CNS)
For Airport Director,
Airports Authority of India,
Gorakhpur Airport-27300

SECTION - A: GENERAL INFORMATION AND GUIDELINES (GIG)

Sealed Item rate(s) E-Tenders are invited through the NIC CPP e-tendering portal by the Bid Manager [Senior Mgr. (CNS)] for Airport Director, Gorakhpur on behalf of the Chairman, A.A.I, from the eligible contractors for the work of “**Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport**” at an estimated cost of **Rs.878067/-** (Excluding GST, EPF, ESI, BONUS, Labour Cess and any other charges but inclusive of contractor profit , uniform cost, minimum wages etc.) with a period of completion of 12 (**Twelve**) Months.

1. The Firms fulfilling the following Pre-Qualifying conditions criteria are eligible to participate in the tender:

1.1 Experience:

Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted) work/works either of following similar nature of work during last 7(Seven) years ending on last date of submission of e-Bid:

Sr.No.	Work	Value
2.1.1	Three similar nature of completed work costing not less than	Rs. 351227.00
2.1.2	Two similar nature of completed work costing not less than	Rs. 439034.00
2.1.3	One similar nature of completed work costing not less than	Rs. 702454.00

1.2 Capability:

Should have annualized average financial turnover of 30% against works (**Rs. 263420.00**) 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. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

1.3 Registrations:

Firm must have given below registrations with appropriate government authorities related to work of providing manpower on basis.

- 1.3.1 Should have Valid GST Registration.
- 1.3.2 Should have a Valid Permanent Account Number (PAN)
- 1.3.3 Should have valid PF Certificate
- 1.3.4 Should have valid ESIC Registration Certificate

Note:- The Tenderer who are presently not registered with appropriate ESIC & EPF Registration authority are also eligible to apply provided they submits an undertaking stating that they will get registered, obtain and deposit their ESIC & EPF Registration No. certificates with the AAI, on award of work. On award of work, the Execution of work by such tenders shall be allowed only after deposition of above Certificates.

2. The Tender documents consisting of plans, Schedule(s) of quantities of the work to be done, the conditions of contract and other necessary documents can be downloaded from the NIC CPP e-tendering portal without paying any tender fees. However, to participate in the tender/to submit the tender document, the tenderer must pay tender fee of Rs.1180/- (i/c GST) (non- refundable) & **Earnest Money Deposit (EMD)** of value of **N/A** “on-line” through NEFT/ IMPS and upload the fee receipt certificate [issued by Nationalized/ Scheduled Bank (but not from cooperative or Gramin Bank) under RBI, having branch in India] through CPP Portal in Cover-I. If tender fee is not paid, then valid exemption certificate shall be submitted as per NIT criteria. **The bidders who fail to submit the required Tender Fee before the stipulated time shall be rejected outright.**

3. E-Tendering Guidelines to Tenderers

Vendors are required to carry out the following activities: -

The bidders are required to submit soft copies of their bids electronically on the CPP e-tendering Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP e – Tendering Portal. More information useful for submitting online bids on the CPP e – Tendering Portal may be obtained at: <http://etenders.gov.in/eprocure/app>:

3.1 Registration:

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>.) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class) or Class III Certificates with signing and encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudra etc.), with their profile.
- v. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

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

3.2 Searching for Tender Documents:

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

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

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

3.3 Preparation of Bids:

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

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

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats as required.

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

3.4 Submission of Bid:

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

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

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

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the coloured (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 file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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

All the documents being submitted by the bidders would be encrypted to ensure the secrecy of the data. The uploaded tender documents become readable only after the tender opening by the authorized bid openers

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

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

3.5 Assistance to Bidders:

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 CPP Portal Helpdesk CPP under “Contact Us” link.

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*

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 CPP under GePNIC <http://etenders.gov.in/eprocure/app>. 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 (CPP).

The above mentioned help desk numbers are intended only for queries related to the issues on CPP e-tendering portal and help needed on the operation of the portal. For queries related to the tenders published on the portal, bidders are advised to contact Vijai Kumar, SM-CNS, Gorakhpur Airport (Mobi-9565403333).

4. Tender Document:

- 4.1** The bidder shall go through all sections of the tender document and shall be complied with each clause laid down in the tender document.
- 4.2** Bidders willing to participate may download the digitally signed tender document on-line from CPP e-tendering portal at <http://etenders.gov.in/eprocure/app> and submit digitally counter signed tender document on-line at the same portal.
- 4.3** The instructions in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the terms and conditions by the bidder.

5. Transfer of Tender document: Tender documents are not transferable.

6. Amendment to Tender document:

At any time, prior to scheduled date of submission of bids, AAI, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference into this tender and binding on the bidders. Addendum / corrigendum will be notified through CPP e-Tendering portal.

7. Clarifications of Bid Documents:

- 7.1** Bidder having need of any clarification of the tender Document may send their queries if any, through “seek clarification” tap of e-tendering CPP portal only upto **12.00 Hrs. on 26/04/2021**.
- 7.2** Request for clarifications received from bidders shall be responded by AAI till the schedule indicated above or as extended thereto by AAI.
- 7.3** Replies to Clarifications by AAI will be uploaded through CPP e-tendering Portal. The bidders are advised to visit CPP e-tendering portal regularly.
- 7.4** Clarifications and other documents, if and when issued by AAI, shall be in relation to the tender and hence shall be treated as their extension.
- 7.5** AAI makes no representation or guarantee as to the completeness or accuracy of any response, nor does AAI undertake to answer all the queries that have been posted by the Bidders.
- 7.6** In order to provide reasonable time to bidders to take the amendments made by AAI into account for preparing their bids, AAI may, at its discretion, extend the deadline for the submission of bids suitably.

8. Period of Validity of Bids:

The Tender for the work shall remain open for acceptance for a **period of 180 days** from the date of opening of Cover-III (Finance) and not to make any modifications in its terms and conditions. Only in exceptional circumstances, AAI may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. 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.

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

- 9.1** Bidders shall submit their bids as per scheduled date & time through CPP e-tendering portal only.
- 9.2** Bidders shall submit the tender before the deadline specified in (GIG) of the tender document. CPP e-tendering portal system shall not allow bidders to submit their tender, after the scheduled date & time.

Bid Opening and Evaluation:

Opening of Cover (Fee) / Envelope-I: -: AAI shall open Cover (Fee) / Envelope-I as per scheduled Tender Opening Date and Time specified.

Evaluation of Cover – I (Fee) / Envelope-I:

- 9.3** To shortlist bidders, the Cover – I shall be scrutinized by AAI to ensure whether the documents submitted by the bidder are in order and meet the requirement of AAI.
- 9.4** ***However, AAI may seek clarification on Cover – I (Fee) documents or any other information deemed necessary.*** Such queries shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.

10. Evaluation of Cover-II (Pre Qual /Technical):

- 10.1** Cover-II (Pre Qual /Technical) will also be open on the same day after opening the Cover-I.
- 10.2** To shortlist Cover-II (Pre Qual /Technical) bidders, the Cover-II (Pre Qual /Technical) shall be scrutinized by AAI to ascertain whether these documents are in order and meet the requirement of AAI.
- 10.3** ***However, AAI may seek clarification on Cover-II (Pre Qual /Technical) details or any other information deemed necessary.*** Such queries will be raised on-line on CPP e-Tendering portal and shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done on the basis of the information available.

11. Cover-III (Finance) submission:

The following shall be the guide lines for on-line submission of Cover-III (Finance):

- 11.1** The Cover-III (Finance) shall be submitted on-line at CPP e-tendering portal.
- 11.2** The submission of price schedule will be online (in BOQ) only.
- 11.3** Currency of quote shall be Indian Rupees.
- 11.4** It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part.
- 11.5** 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-tendering CPP 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.**
- 11.6** No correspondences / representations shall be entertained from the bidders after opening of Cover-III (Finance) of the Tender on tendering process.

12. Evaluation of Financial Bids:

- 12.1** The tenders shall be compared on the basis of prices quoted by the bidders for the work. The amount indicated in the pricing schedule shall be taken for price comparison.
- 12.2** AAI's decision in the evaluation process shall be final and binding on all Bidders.
- 13.** Date of submission and opening of tender can be extended on sole discretion of the Competent Authority.
- 14.** If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Earnest Money Deposit/ security deposit.
- 15.** AAI reserves the right to reject any or all tenders without assigning any reason. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it. The documentation submitted by tenderers shall not be returned except EMD.
- 16.** Tenderers are advised to demonstrate operational and technical requirements or specifications and its surroundings and satisfy themselves before submitting their Tenders and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- 17.** AAI shall evaluate the bids to determine whether they are complete, the documents have been properly signed and the bids are in order.
- 18.** AAI will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by AAI.

19. Award of Contract:

Notification of Award of contract will be made in writing (by e-mail/ letter/ cpp portal) to the successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and 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.

A formal contract shall be signed with the vendor within 15 days of final award of the contract. However, on the date of signing of the contract it shall be ensured that the all pre-requisites for completion of the contract are in place.

In-Charge (CNS)
For Airport Director,
Airports Authority of India,
Gorakhpur Airport-

SECTION - B: CONDITIONS OF CONTRACT (COC)

Sealed Item rate(s) E-Tenders are invited through the NIC CPP e-tendering portal by the Bid Manager [Senior Mgr. (CNS)] for Airport Director, Gorakhpur on behalf of the Chairman, A.A.I, from the eligible contractors for the work of **“Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport”** at an estimated cost of **Rs.8,95,512/-** (Excluding GST, EPF, ESI, BONUS, Labour Cess and any other charges) but inclusive of contractor profit , uniform cost, minimum wages etc. with a period of completion of 12 **(Twelve) Months**.

1. The tender shall be in the prescribed form.
2. Tender are invited on the basis of three cover system as detailed in NIT.
3. **Work order may extend upto six months (maximum) in steps of three months on same terms & conditions. Such extension will come in effect when both the parties are mutually agreed. Work may also reduced as the case may be.**
4. A contractor shall submit no more than one tender.
5. 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.
6. The Airport Director, Airports Authority of India, Gorakhpur will be the Accepting officer herein after referred to as such for the purpose of this contract.
7. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified work.
8. All rates shall be quoted in standard BOQ template in e-tendering CPP portal only.
9. In the case of item rate Tenders only rates quoted shall be considered. Any Tender containing percentage below/above the rates quoted is liable to be rejected.
10. A responsive bidder is one who submits priced bid and accepts all terms and conditions of the specifications and contract documents without any major modifications.
11. A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities OR liabilities of the Bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms and conditions of the tender, which are not acceptable to AAI, shall also be treated as a major modification.
12. A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
13. On acceptance of tender earnest money may be treated as part of the Security Deposit.
14. Airports Authority of India will return the earnest money where applicable to every unsuccessful Tenderer except as provided in the Tender documents.

15. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from The Airport Director, Gorakhpur, Airport or the officer delegated by him.
16. 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.
17. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
18. The Tenderer shall not be permitted to tender for works in Airports Authority of India responsible for award and execution of contracts, in which his near relative is posted as Manager Finance & Accounts or Sr. Officer or as an officer in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in 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.
19. **All tendered rates should be exclusive of GST.** GST shall be paid to the bidders for any taxable supply/services against a valid tax invoice.
20. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of Airports Authority of India and / or Airport Director, AAI, Gorakhpur and further shall furnish such other information/document as the Airport Director, AAI, Gorakhpur may require from time to time. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy, pursuant to the Constitution (46th amendment) Act 1982, give a written notice thereof to the Engineer-In-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.
21. **Purchase Preference to Public:**

The Accepting Authority reserves to himself the right to allow to the public enterprises purchase preference facilities as admissible under the existing policy on the date of opening of tender.
22. This tender document shall form part of the contract document/agreement.

In-Charge-CNS
For Airport Director,
Airports Authority of India,
Gorakhpur Airport-

SECTION - C: SPECIAL CONDITIONS OF CONTRACT

Special Conditions shall be read in conjunction with the General Information and Guidelines (GIG) and Conditions of Contract (COC). In case of any discrepancy between Special conditions, GIG and COC, Special Conditions shall have the overriding value.

2. “Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport”

- A. In case of absence of any Contractor Employee, contractor has to provide their replacement otherwise no payment will be made. Moreover, a penalty of Rs. 100/- will be imposed per person per occasion of absence.
- B. Work order may extend upto **six months (maximum)** in steps of three months on same terms & conditions. Such extension will come in effect when both the parties are mutually agreed.
- C. AAI reserve the right to reduce any or whole items of the contract or terminate without assigning any reason.

3. Inspection of Site:

The contractor shall be deemed to have satisfied himself as to the nature of the site of work, local facilities of access availability etc. and all other matters affecting his prices for the execution and completion of work. He is required to make himself fully acquainted with the nature and scope of works to be carried out.

4. Sufficiency of Tender:

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

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

- (i) **EPF & ESI:** - The price quoted by the firm shall be exclusive of PF, ESI, Employee Bonus, any other cess & GST. ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on submission of documentary evidence to AAI. Bonus will be reimbursed on submission of documentary evidence by the contractor to AAI. Contractor shall submit the EPF challan and statement along with EPF code of the individual and proof of depositing the amount to statutory authorities. **The contractor has to deposit EPF & ESI on the minimum wages of their staff individually and provide PF & ESI cards with nos. regularly, failing which Bills shall be withheld and will be released on submission of required documents.**
- (ii) **Income tax OR any other Statutory tax etc which will be applicable to be deducted at source, shall be deducted from the running bills of the Contractor by the AAI.**
- (iii) All the persons under contract are required to attend the duty in neat and clean uniform. The uniform shall be provided by the contractor and extra payments shall be made in this regard. The uniform shall consist of three set of shirt/pant of good quality along with cotton socks-2 pairs & shoe two pair (standard quality).

- (iv) Rates quoted shall be valid for acceptance for 180 days from the date of opening of Cover-III (Finance).

5. Penalty:

- (i) If a Contractor Employee while on duty misses from the site without intimation to the user, a penalty of Rs. 100/- will be imposed per person per occasion which will be deducted from the bills of the Contractor.
- (ii) If the performance of the contractor is not found satisfactory in the opinion of AAI or in case of any failure of contractual obligations, the AAI reserves the right to cancel the contract and to forfeit security deposit of the contractor. The AAI further reserves the right to recover from the contractor any amount which may become due to the AAI even after adjustment from the security deposit.

6. Contractors & Liabilities (Staff / Driver/ Manpower):

- (i) The contractor will comply with / obey /abide by the provisions of the labour laws which are in force such as contract labour (Regulation and Abolition) Act 1970, contract labour (Regulation and Abolition) Central Rules 1971, workmen’s compensation Act 1923, Child Labour (Prohibition and Regulation) Act 1986, Minimum Wages Act, 1948, Minimum Wages (Central) Rules 1950, Payment of Wages Act 1936, Employees Liability Act 1938, or the modifications thereof or any other laws relating thereto and the rule made there under and their amendments made from time to time.
- (ii) The contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952 and ESI Act, 1948, amended from time to time and rules framed there under.
- (iii) The contractor shall on award of the contract, furnish the list containing names and addresses of his staff along with police verification report of each workman so as to enable the AAI to check the character and antecedents and to provide temporary permits to operate within the restricted area(s). The contractor shall get AAI’s approval for the staff to be engaged.
- (iv) The AAI will have the right to reject the presence of any of the Contractor Employee having indecent conduct, behaviour OR if found to be of doubtful character. The contractor will have to replace him as per AAI advice.

7. Contractor’s Employee

- (i) The Contractor’s Employee should always have the working mobile phone for communication.
- (ii) Contractor’s Employee, at site should be well disciplined, dressed in a neat & clean outfits wear shoes. Their Photo identity card with name & designation shall be displaced at left chest of outfits.
- (iii) The Contractor will arrange for Character and Antecedents Verification of their Contractor’s Employees from the Local Police /designated State Authority on his own expenditure. Such Character and Antecedents verification proof document copies will be deposited with their Application forms for issue of AEP, ADP and also for any other work which may be warranted under scope of works.

8. Workman’s Insurance:

Without prejudice to the contractors liabilities and indemnity clause and associated clauses of the contract, the contractor shall at his own cost and initiative at all times upto the successful

completion of the contract take out and maintain insurance cover from Nationalized Insurance Company under the workman's compensation Act and any other industrial legislation from time to time applicable in the State of Uttar Pradesh and /or at AAI providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (i.e.) in respect of workmen compensation insurance to be of value of not less than Rupees One lakh per person, it being understood that such limit is specified only for the purpose of insurance, and shall not otherwise in any manner limit the contractor liability and associated clauses there under of the contract.

9. Payment:

- (i) The Contractor **by 20th of every month** shall provide monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to EPFC and ESI Corporation in respect of the workers/ employees engaged by him.
- (ii) On submission of monthly bills (in duplicate), duly signed /verified and completed in all the manners, the release of payment will process by respective Airport individually i.e Gorakhpur & Kushinagar Airport within a period of 15 days from the date of receipt. The payment shall be made after making statutory deductions like Security Deposit, Income Tax, Labour Cess as applicable and other liabilities/penalties for which contractor has made himself/herself liable under the provisions of the Contract.
- (iii) Delay on account of incomplete / late submission / Non-verification of bills by user etc. will be the responsibility of the Contractor.
- (iv) Bills should be written properly and in easy-to-understand format/language. Bills with any kind of over writings cause unnecessary delay in processing. Delay on such accounts shall be the responsibility of contractor only.
- (v) The following documents are to be deposited along with the Contractor bills for payment:
 - (a) Proof of the GST deposit challan duly signed by the contractor paid by the contractor in previous month(s). (Two Photocopies duly certified by the Contractor for their genuineness).
 - (b) PF and ESIC deposit challans for the manpower employed duly signed by the contractor. (Two Photocopies duly certified by the Contractor for their genuineness).
 - (c) Proof of the monthly salary to the manpower deployed by the contractor comply
 - (d) Bill of the Contractor in Duplicate.

10. Paying Authority:

- 10.1 For the manpower deployed at Gorakhpur, the paying authority shall be Airport Director, Gorakhpur airport. All the documents as required for payment shall be submitted in the office of CNS Incharge, Gorakhpur airport. Payment shall be made only after due verification of the submitted documents by CNS Incharge
- 10.2 For the manpower deployed at Kushinagar, the paying authority shall be Airport Director, Kushinagar airport. All the documents as required for payment shall be submitted in the office Airport Director, Kushinagar airport. Payment shall be made only after due verification of the submitted documents by Airport Director, Kushinagar airport.

11. Earnest Money and Security Deposit :

- (i) The earnest money shall be deposited by the tenderer as per the condition of NIT failing which the tender may not be considered and rejected outright. The earnest money of unsuccessful tenders will be refunded back without interest **(N/A for this tender)**.
- (ii) The contractor, whose tender is accepted, will be required to furnish security deposit for the due fulfillment of this contract, in the form of Bank Guarantee. The bank guarantee shall be for an amount equal to @10% on the contract value, excluding GST. The bank guarantee shall be submitted within 30 days from the date of issue of work order and it should remain valid for a period of Ninety (90) days beyond the date of completion of contract. The security deposit shall be furnished in the form of an irrevocable and unconditional Bank Guarantee on a Nationalized / Scheduled Bank (As Per RBI Schedule) having office in India. No interest on security deposit is payable by AAI.
- (iii) After termination/expiry of the contract, the security deposit held by the AAI will be released to the contractor without any interest **within a period of three months'** subject to realization of dues, if any to be made from the contractor.
- (iv) In case the contractor fails to submit the PBG within stipulated period, interest @ 12% p.a. on PBG would be levied (non -refundable) for delayed period and shall be deducted from the first bill payable to the contractor. In case bidder fails to submit PBG within 60 days of the issue of the letter of acceptance of his bid, AAI reserve the right to forfeit EMD and cancel the order.
- (v) BG shall be as per the prescribed format as Annex- IIA & IIB
- (vi) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s);
- (vii) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs);
- (viii) BG should be sent by the issuing bank directly to AAI through Registered Post/ Registered (A. D.)/ Speed Post.

12. Licence Agreement

Airport Director, Gorakhpur Airport, Gorakhpur OR by his designated person & the contractor will have to execute a work contract on a Non-Judicial stamp paper of Rs. 100 duly attested by an oath commissioner, at his own expenditure. The license agreement shall be in the format as given at Annexure-IA

13. Period of Contract:

Initially, the period of contract will be for one year. **The same can, however, be extended for further period of six months (in steps of 03 months) on the same rates, terms and conditions of the agreement subject to satisfactory performance of the contractor. The duration of**

renewed contract will be decided by AAI. The contract period may be reduced as per requirement of AAI.

14. Miscellaneous:

- (i) AAI reserves the right to withhold minimum amount from the running account payments if PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.
- (ii) The Contractor shall submit a list of his employees who will be deployed along with their Bank Account No/ e-payment details for disbursement of salary by the contractor and any other relevant details as per requirement of this contract. The PF account No & ESI No of the workers deployed by the contractor for this contract shall also be submitted.
- (iii) The AAI also reserve the right to award the whole or part of the work to a contractor.
- (iv) The contractor shall indemnify and keep indemnified AAI against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations with prejudice to his right to claim indemnity from his sub-contractors.

15. Any damage caused to the AAI property by the employees of contractor will be reimbursed by the contractor.

16. In case if any of the contractor staff goes on leave, a suitable substitute has to be provided by the contractor. In case if no one is posted and the duty remains unattended, the same will be recovered from the bills of the contractor as per penalty clause.

17. The contractor has to pay the Bonus as per Payment of Bonus Act, 1965 & amended thereafter to all their staff engaged under this contract on the occasion of Diwali /once in a year or as per decision of the Airport Director and directly credited to the Bank account of the staff through RTGS/NEFT and documentary evidence shall be submitted to AAI. The same shall be reimbursed on actual basis. If the contractor fails to disburse the bonus, a penalty @ Rs.15000/- per employee shall be recovered against bonus from his running / final Bill

18. Subletting of the Contract:

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

19. Force Majeure:

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earth quake, explosions, epidemics, quarantine restrictions, bandh, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay performance under the contract shall be resumed as soon as practicable after such an event

may come to an end or cease to exist, and the decision of AAI as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option to terminate the contract.

20. Termination of Contract:

- (i) Without prejudice to the right of termination provided under the contract or without prejudice to any other remedy available to the contract in this behalf, the either party may terminate the contract at any time on giving the contractor not less than 30 days' notice in writing, if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which The Airport Director Airports Authority of India, Gorakhpur shall be the sole judge.
- (ii) Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- (iii) If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI what so ever.
- (iv) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (v) Notwithstanding anything contained above, if the contract is terminated on the ground of force majeure, AAI will not be responsible to pay any compensation.
- (vi) The agreement shall be deemed to have been terminated on the expiry of the contract period unless AAI has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

21. Arbitration and Laws:

- (i) Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions wherein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawing, specifications, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof shall be referred to sole arbitration as may be appointed by the Chairman, Airports Authority of India, There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons. The Chairman, Airports Authority of India at the time of such transfer, vacation of officer inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract; such

person shall be, entitled to proceed with the reference from the stage at which it was left by predecessor. It is also in term of this contract that no person other than a person appointed by Chairman, AAI as aforesaid should act as arbitrator and if for any reasons, that is not possible, the matter is not to be referred to arbitration in all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees Fifty Thousand only) and above, the arbitrator shall give reasons for the award. Subject as aforesaid the provision of the Arbitration and conciliation Act 1996 or any statutory modification or re-enhancement thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. In case of disputes between two Govt. of India Undertakings, provisions as mentioned in Bureau of Public Enterprises Letter No. Bre/GI-001/16/MAN-2(100-75-BPE) (GM-1) dated 1.1.1976 and its amendment from time to time shall apply.

- (ii) It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent or the parties extend the time, for making and publishing the award.
- (iii) The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings.
- (iv) 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.
- (v) The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- (vi) 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.
- (vii) This contract shall be governed by the Indian Laws for the time being in force.

22. The total amount of final bill worked out at the accepted tender rates, if found to be more than the amount worked out at the quoted rates of the tenderers, a lump sum recovery shall be made from the final bill of the contractor so that overall position of the lowest tenderer remains unchanged.

(Signature of the Tenderer)

Name: _____

Seal: _____

Address: _____

E-mail: _____

Contact Number: _____

Date: _____

Unconditional Acceptance Letter of AAI's Tender conditions

(To be submitted in Cover-I (Fees) Folder)

Annexure-I

To,

The Airport Director

Airports Authority of India

Gorakhpur Airport

Gorakhpur-273002

Sub: Acceptance of Terms & Conditions of the Tender

Sir,

I/We have read and examined the following documents relating to the work "**Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport**" Notice inviting tender.

- a) Section –A, - General information and Guidelines.
- b) Section –B, - Conditions of Contract.
- c) Section-C, - Special conditions.

I/We hereby tender for execution of the work referred to in the aforesaid documents upon the terms & conditions contained or referred to therein and in accordance in all respects with the specifications and other relevant details for the period (S). In consideration of I/We being invited to tender and promise by AAI to consider the award of work if I/We are found to be the lowest responsive bidder as stipulated in the condition of the contract, I/We agree to keep tender open for acceptance for one hundred eighty (180) days from the date of opening of Cover-III (Finance) thereof and not to make any modifications in its terms & conditions which are not acceptable to AAI, I/We agree that AAI shall, without prejudice to any other right or remedy, be at liberty to forfeit the fully said earnest money absolutely and I/We shall not be considered as unsuccessful tendered for the purpose of return of earnest money as provided in the notice inviting tender. Should this tender be accepted, I/We hereby agree to abide by and fulfil all terms, conditions & provisions of aforesaid documents. If after the tender is accepted, I/We fail to commence the execution of the works as provided in the conditions I/we agree that AAI shall without prejudice to any other right or remedy, be at liberty the forfeit to fully said earnest money absolutely and take suitable action against me/us as deemed fit under the terms & conditions of the contract.

I/We agree that should AAI decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by me/us forthwith, AAI may at its option recover it out of the deposit and in the event of deficiency, out of any other moneys due to me/us of otherwise. If the tender is accepted, I/We agree that the earnest money deposited at the time of tender shall be treated as part of security deposit and the balance security deposit shall be paid by me/us in terms of terms & condition of Contract.

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.

Whereas I/We have carefully read the terms incorporated in the general conditions of the contract as well as terms & condition of work and whereas I/We do agree to abide by rules and regulations and obligations to be fulfilled under this tender documents. I/We hereby quote the following rates for the performance of, the contract taking into consideration charges and other overhead charges i.e. salary and wages of person(s) provided by me including payment of all taxes, Cess, ESI, EPF etc.

(Signature of the Tenderer)

Name: _____

Seal: _____

Address: _____

E-mail: _____

Contact Number: _____

Date: _____

Annexure-IA**LICENCE AGREEMENT**

This agreement made on thisbetween Airports Authority of India a statutory corporation incorporated under section 18(2) of the Airports Authority of India Act 1994, having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi- 110 003 through its Airport Director Gorakhpur Airport (Herein after referred to as "OWNER" or "AAI" which expression shall include its administrators, Successors, Executors and permitted assigns) of the one part and

..... Referred to as the "Contractor or "X"

(Which expression shall include its administrators, Successors, Executors and permitted assigns) of the other part.

Whereas AAI is desirous of getting the work of "**Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport**" (Herein after called the "WORK") done and had invited tenders for this work as per its tender specifications.

And whereashas

Participated in the above referred bidding vide their proposal datedand AAI accepted their aforesaid proposal and awarded the work to

.....As per terms and conditions contained in its Award letter No..... Dated

NOW THEREFORE THIS DEED WITNESSTH AS AWARD OF CONTRACT (ARTICLE 1.0)

AAI has awarded the contract to

.....The work of "**Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport**" along with terms and conditions contained in its Award letter and the documents as referred to therein. The award has taken effect from to for **one Year**. The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the "Contract Documents" referred to in this succeeding article.

ARTICLE 2.0 CONTRACT DOCUMENTS

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (Herein after referred to as "Contract Documents")

Awarded letter No.....Date.....

All the aforesaid contract documents contain corrections as mentioned against individual pages, serially numbered and are initiated by both the parties authorized representative.

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

ARTICLE 3.0 CONDITIONS & CONVENANTS

3.1 The scope of contract consideration terms and payment. Price adjustment, taxes wherever applicable, insurance, liquidated, damages, security money and all other term and conditions are contained in the aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with terms of the agreement.

3.2 It is further agreed by the contractor that the security money @ 10% of quoted value shall in no any way construed to limit or restrict the AAI's right to recover the Compensation due to short fall in the presence of manpower. The amount of Compensation shall be recoverable either by way of deduction from the contract prices, security money and /or by setting off dues of the contractor in any other contract with AAI.

3.3 The contract security money furnished by the contractor is irrevocable and unconditional and the AAI shall have powers to invoke it not withstanding any dispute or difference between the AAI and the contractor pending before any court, tribunal arbitrator or any other authority.

3.4 The agreement constitutes full and completed understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be affected only by a written instructions signed by the authorized representative of both the parties.

ARTICLE 4.1 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement and Arbitration as specified the contract and the provision of the Indian Arbitration Act 1940 shall apply and Gorakhpur courts alone shall have exclusive jurisdiction over the same.

ARTICLE 4.2 NOTICE OF DEFAULT

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties here to if delivered against acknowledgment due addressed to the signatories at the address mentioned herein above.

This contract agreement is allotted the No.

In WITNESS whereof, the parties through their duly authorized representative have executed these presents (Execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first mentioned at Gorakhpur.

WITNESS:

1.

Owner's Signature

Name :

Designation : Company's Stamp :

2.

Contractor's Signatures

Name:

Address.....

Designation.....

Company Stamp :.....

ANNEXURE - IIA**Bank Guarantee Format for EMD**

(To be submitted when the form of EMD submission is BG)

(On Non-judicial stamp paper of Rs.100.00)**Bank Guarantee**

Airports Authority of India,
 CHQ, Rajiv Gandhi Bhavan,
 Safdarjung Airport,
 New Delhi 110 003,
 INDIA

Dear Sir,

We _____ (full name of the
 banker) having our registered Office at
 _____ (Address of Bank's
 registered Office) hereby refer to the tender No. _____ for
 _____ (name of work)
 issues by the Airports Authority of India as purchaser.

M/s _____ (fill in the name of
 bidder) has approached the bank for providing a Bank Guarantee for EMD for participation in said
 tender.

Under the terms of said tender, the Bidder is required to provide a bank guarantee in a form
 acceptable to the purchaser for the amount of Rs. _____ (amount in figures)
 (Rupees _____) on account of EMD.

We, _____ (Name of the Bank) hereby
 give this Bank Guarantee No. _____ dated _____ for an
 amount of Rs. _____ (amount in figures) (Rupees
 _____) on account of EMD.

Upon default of the tender, we, _____
 (Name of the bank), do hereby agree unequivocally and unconditionally to pay immediately on

demand in writing from the Airports Authority of India or any Officer authorized by it on its behalf any amount not exceeding Rs. _____ (amount of EMD) (Rupees _____) (in words) to the Airports Authority of India on behalf of the Bidder.

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

This bank guarantee is confirmed and irrevocable and shall remain in effect until _____ (the validity shall be six months from the date of opening of Tender) and such extended periods which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the term and conditions of the said tender.

Truly yours,

(Authorized Signatory of the Bank)

ANNEXURE- II B**(Company Letter Head)****(To be submitted when the form of EMD submission is BG)***(Letter of understanding from the Bidder to Bank to be submitted along with EMD to Airports Authority of India)***The Branch Manager,**

.....

Bank,.....

.....

Subject: My/Our Bank Guarantee bearing No..... dated..... for amount issued in favor of Airports Authority of India (AAI).

Sir,

The subject Bank Guarantee is obtained from your branch for the purpose of Earnest Money on account of contract awarded/ to be awarded by M/s AAI to me/us.

I/We hereby authorize the Airports Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity/on maturity towards adjustment of dues without any reference/consent/notice from my/our side and the bank is fully discharged by making the payment to Airports Authority of India.

Signature of the Depositor

Date:**Place:**

ANNEXURE –III**List of Support Staff with qualification background
(To be submitted in Cover-II)****Name of Work: - “Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport”****CPP Portal Tender ID No. :- 2021_AAI_75602_1**

Sr. No.	Items	Qualification & Work Responsibilities	No. of Recourse	Remarks
1.	Skilled	Should be graduate or 12 th with ITI concern stream.	01	For Kushinagar Airport
2.	Semi-Skilled	10 th with diploma /12 th pass from recognized State/central board and have working experience in the field of electronics/Electrical/ telecom at least one year. Or 10 th with diploma/certificate (six month or more duration) in computer application from a reputed institute. The person employed also have good knowledge and working skills in various computer office tools such as Microsoft Word, Excel, Power point etc. Or At least 8 th /10 th pass from recognized State/central board. Having experience of 1 to 2 years in telecomservices.	01	For Gorakhpur Airport
3.	Un-skilled	Physically fit and shall do the work as per scope of work	02	One for Kushinagar and one for Gorakhpur

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE TENDERER

OFFICIAL SEAL _____ Date _____

Annexure-IV**(To be submitted in Cover-II)**

Sl. No.	<u>Details of the Vendor Firm/ Company</u>				
1	Name of the Company:				
2	Name of the Directors as per MoA:				
3	Name of the Authorized signatory:				
4	Email Address:				
5	Phone/Fax:				
6	Email Address for correspondence:				
7	Detail of EMD	Name of the Bank	Amount	Whether Scanned EMD Copy submitted on portal	
8	Turn Over of the company for last three years	FY-2019-20	FY-2018-19	FY-2017-18	Annualized
9	GST No.				
10	PAN				
11	Date of Incorporation of the Company as per MoA (Copy Attached/Uploaded)				
12	Proof of Execution of works	Name of the work	PO ref. with date	PO Amt.	Remarks
12.1	Similar Work Experience 1				
12.2	Similar Work Experience 2				
12.3	Similar Work Experience 3				
13	Date of completion of Certificates of the above said works	Name & Desig. Of Signatory	Address	Contact number	Email Address
13.1	Similar Work Experience 1				
13.2	Similar Work Experience 2				

13.3	Similar Work Experience 3				
14	Tender Specific Authorization letters from OEM's as per tender requirement	Product	OEM with Address	Name of Signatory	Contact Number with Email Address
14.1					
15	Power of Attorney (Stamp Paper of Rs 100/-) in favor of signatory (attached)	Yes or No			
16	Acceptance letter as per Annexure-I(Attached/Uploaded)	Yes or No			
17	List of Client references Attached /Uploaded	Yes or No			

AUTHORIZED SIGNATURE _____

NAME OF THE SIGNATORY _____

NAME & ADDRESS OF THE TENDERER

OFFICIAL SEAL _____ **Date** _____

ANNEXURE V**PROFORMA FOR UNDERTAKING**

[TO BE SUBMITTED IN COVER-II]

To,
 Airport Director,
 Airports Authority of India,
 Gorakhpur Airport
 Gorakhpur U.P.-273002

Name of Work: - “Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport”

CPP Portal Tender ID No. : - 2021_AAI_75602_1

Sub: Undertaking

Sir,

In compliance with the tender requirement for the above- referred work:

1. I/We undertake that, our firm or any of our firm’s Partners or Directors have not been blacklisted and no case is pending and no complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organization, etc. or any Indian State/Central Governments Departments or Public Sector Undertaking of India.
2. I/We undertake that, our firm possess the required tools, plants, skilled manpower, etc. required for execution of work as per scope of the tender. I/We also undertake that no part of the scope of work shall be sublet or outsourced to any third party without written consent from AAI.
3. I/We undertake that, our firm or its Partners or its Directors or Sole Proprietor do not have any outstanding dues payable to the Airports Authority of India.
4. I/We undertake that, the complete responsibility to carry out the works and their completion as per scope of the tender shall be of our firm only.
5. I/We undertake that, our firm or our subsidiary firm or our parent firm has not submitted Alternate or partial bid(s).

Signature of the authorized signatory

Dated:

Name _____

Email _____

Stamp_____

ANNEXURE VI**PROFORMA FOR UNDERTAKING**

[TO BE SUBMITTED IN COVER-II]

To,
Airport Director,
Airports Authority of India,
Gorakhpur Airport
Gorakhpur U.P.--273002

Name of Work: - “Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport”

CPP Portal Tender ID No. :- 2021_AAI_75602_1

Sub: Undertaking

Sir,

In compliance with the tender requirement for the above- referred work:

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

Signature of the authorized signatory

Dated:

Name _____

Email _____

Stamp _____

ANNEXURE-VII**POWER OF ATTORNEY FORMAT FOR THE AUTHORIZED PERSON(S)****(To be submitted in Cover-II)**

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

BY THIS POWER OF ATTORNEY executed on _____
we _____ a Company incorporated under the Provisions of companies Act, 1956 having its Registered Office at _____ (hereinafter referred to as the "Company") do hereby severally appoint, constitute and nominate _____ official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the "Attorneys") to sign agreement and documents with regard Bid No. _____ due on _____ invited by Airports Authority of India for **"Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport"** and to do all other acts, deeds and things the said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company **AND THE COMPANY** hereby agrees to ratify and confirm all acts, deeds and things the said Attorneys shall lawfully do by virtue of these authorities hereby conferred.

IN WITNESS WHEREOF, this deed has been signed and delivered on the day, month and year first above written by Mr. _____ Authorized Signatory, duly authorized by the Board of Directors of the

Company vides its resolution passed in this regard.

By order of the Board

For _____

(_____)

Authorized Signatory

Witness:

CHECK LIST**(To be submitted by applicant along with Cover – II****Name of work: “Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport”**

Sl. No.	Qualifying Criterion	Particulars / Enclosure	
01.	Name & address of the Firm/ Agency/ Contractor / Bidder		
02.	Authorized Signatory Name and Designation		
03.	COVER /ENVELOPE – I (FEE) : It shall contain the scanned copy of		
03.	Receipt of Earnest Money Deposit (EMD) NIL /- deposited through online	<u>Deposited</u>	<u>Not Deposited</u>
(a)	Receipt of Tender Fee Rs. 1180/- deposited through online		
(b)	If EMD not paid, valid exemption certificate as per NIT	Registration Certificate of DIC /NSIC/KVIC/KVIV/Directorate of Handicraft & Handloom etc. as per MSEs order 2012	Self-attested copy of Registration Certificate uploaded / enclosed YES/ NO
(c)	Unconditional Acceptance Letter AAI's Tender conditions	Format as per Annexure – 1 of Tender document.	Scanned copy of duly signed and stamped Unconditional Acceptance Letter uploaded / enclosed YES/ NO
(d)	Registration of firm for GST	Self-attested Enlistment / Registration Certificate of the Agency / Firms	YES/ NO
(e)	PAN number	Self-attested copy of PAN Card uploaded / enclosed	YES / NO

04.	COVER/ENVELOPE-II : It shall contain the scanned copy of			
(a)	Letter indicating the capacity and authority of individual signing the Tender.	<u>Attached</u>		<u>Not Attached</u>
(b)	Satisfactory Performance Certificate TDS Certificate is to be submitted in case the services are provided to a Non-Govt/Non-PSU agency)	Three similar completed work costing not less than Rs 351227.00	Two similar completed work costing not less than Rs. 439034.00	One similar completed work costing not less than Rs. 702457.00
		-OR-	-OR-	
		(Please state whether Attached / Not Attached).	(Please state whether Attached / Not Attached).	(Please state whether Attached / Not Attached).
	Name of the Client/ Clients:			
	Work Order No. & issue Date :			
	Cost of the Work:			
	Date of Completion:			
	List of Clients	Format enclosed as Annexure-III		
(c)	Annual Report Indicating Annual Turn Over	Year	Turnover (Rs)	
		Average Turnover		
(d)	EPF Registration No.	Self-attested copy of EPF Registration uploaded / enclosed	YES / NO	

(e)	ESIC Registration No.	Self-attested copy of EPF Registration uploaded / enclosed	YES / NO
(f)	The Duly digitally signed Tender Document		
(h)	Article of Memorandum of Association		YES / NO
(i)	Details of the Vendor Firm/ Company	Format enclosed as Annexure-IV	YES / NO
(j)	Proforma for Under taking: Bidder shall not be black listed	Format enclosed as per Annex-V.	YES / NO
(i)	Proforma for Under taking: Bidder shall none of his relative is working in AAI	Format enclosed as per Annex-VI.	YES / NO
(j)	Power of Attorney	As per Annex-VII	YES / NO
05.	COVER / ENVELOPE – III (FINANCE) :		
	Price / Finance	Submit their financial bids in the format provided on e-Tendering CPP portal and no other format is acceptable.	

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 can be forfeited and action as deemed fit by AAI can be taken against me.

Signature with stamp

Authorized signatory of the Agency

Date:

Place:

Annexure-IX

Name of Work: “Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment/ lines at Gorakhpur & Kushinagar Airport”

SCHEDULE OF QUANTITY

Sr. No.	Description of Item	Unit	Quantity	Rate (In Rs.)
1.	“Annual Job Contract for Upkeep of CNS Equipment, Airport System Equipment and IT, Telephone Equipment & lines at Gorakhpur & Kushinagar Airport lines by providing 01 Skilled, 01 Semi-Skilled & 02 Un-Skilled Contractor’s Employee for 01 Year at Gorakhpur(01semi-skilled& 01unskilled)andKushinagar(01skilled& 01unskilled)Airport for six days a week (including Saturdays, & Other Govt. / Public Holidays)	Month	12	The rates shall be quoted in the standard BOQ template in e-tendering portal in 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 at CPP e-Tendering only.

VALIDITY OF OFFER: 180 DAYS FROM THE DATE OF OPENING OF COVER – III (FINANCE).

Note:

- (i) **Quoted Rates shall be inclusive of contractor profit, minimum wages etc. but exclusive of GST, EPF, ESI, BONUS ,Uniform sets, shoes, shocks & labour cess charges etc.**
- (ii) **ESI, PF & Bonus shall be reimbursed on submission of documentary evidence to AAI.**
- (iii) **The Contractor shall read carefully the terms & conditions of the contract Special Conditions of the contact before quoting the rate.**
- (iv) **All other Expenditures / Costs which are as specified in Tender to be on account of Contractor under various Tender clauses such as Work scope, Contractor's Representatives, Agents and Workmen, Bye laws, Contractor’s Obligations & Liabilities (Staff / Manpower), Passes, Workman’s Insurance etc. will be on Contractor account.**

The AAI liabilities will be restricted to pay as per the terms & conditions of the contract and to those payments for which a specific provision is made in the Tender form.

AUTHORISED SIGNATOR