

Bid Document

Bid Details	
Bid End Date/Time	11-10-2022 19:00:00
Bid Opening Date/Time	11-10-2022 19:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Civil Aviation
Department Name	Airports Authority Of India (aai)
Organisation Name	Airports Authority Of India
Office Name	Rhq Sr Chennai
Item Category	Printing and Photocopying Service - Photocopying; Onsite; 5; 1; With Operator; Paper to be provided by service provider; A4 (21.0 x 29.7); 75-85; 75 OR 80 GSM; Monochrome
Contract Period	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

Excel Upload Required:

Price Break Up Financial Bid Details - [1664630762.xlsx](#)

Additional Qualification/Data Required

Printing And Photocopying Service - Photocopying; Onsite; 5; 1; With Operator; Paper To Be Provided By Service Provider; A4 (21.0 X 29.7); 75-85; 75 OR 80 GSM; Monochrome (10000)

Technical Specifications

Specification	Values
Core	
Type of Service Required	Photocopying
Installation of Machine	Onsite
Number of Working Days in a week	5
Shift for Operating Machine	1
Operator	With Operator
Paper	Paper to be provided by service provider
Size of Paper(In CM)	A4 (21.0 x 29.7)
Paper Thickness in GSM	75-85

Specification	Values
Brand of Paper	75 OR 80 GSM
Colour Type	Monochrome
Capacity of the machine for dispensing the pages per day	500-1000
Resolution (DPI)	600
Age of Machine	1 year to 2 years
Buyer will pay for Electricity Bill	Yes
Cartridge	To be provided by Service Provider
Addon(s)	
Spiral Binding Required	No

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Estimated Number of Pages per month	Additional Requirement
1	Karunanithi Kuppan	600027, OPERATIONAL OFFICES, SOUTHERN REGION, AIRPORTS AUTHORITY OF INDIA, CHENNAI AIRPORT, CHENNAI	10000	<ul style="list-style-type: none"> Number of months within contract period : 12

Buyer Added Bid Specific Terms and Conditions

1. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

6. **Past Project Experience**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

7. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

8. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

9. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

10. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

11. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.

- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

12. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



AIRPORTS AUTHORITY OF INDIA

**O/o THE MANAGER (MATERIAL MANAGEMENT),
REGIONAL HEAD QUARTERS, SOUTHERN REGION
CHENNAI-600 016**

**ADDITIONAL TERMS AND
CONDITIONS (ATC)**

NAME OF WORK

**Job Contract for Providing Services for
Photocopying [using Multifunction Photocopier-
01 No.] with Operator at AAI, RHQ, SR, Chennai**

GeM BID No.: [GEM/2022/B/2592468](#)



INDEX

NAME OF WORK: Job Contract for Providing Services for Photocopying [using Multifunction Photocopier-01 No.] with Operator at AAI, RHQ, SR, Chennai.

Sl. No.	PARTICULARS	PAGE NO.
1.	Terms & Conditions of Contract	3 - 12
2.	Undertaking-Cum-Declaration (Annexure-A)	13
3.	Bidders Profile (Annexure-B)	14-16
4.	Check List for Documents to be Uploaded (Annexure-C)	17-19
5.	Price Split Up (Annexure-D)	20

This ATC document contains a total of **20 pages** (serially numbered from 1 to 20), including the cover page and this page.

CRITICAL DATES

Sl. No.	Activity	Date
01.	Bid Start Date	01-10-2022
02.	Bid End Date	11-10-2022
03.	Bid Opening Date	11-10-2022

Note:-

- AAI may at its direction may extend / change the schedule of any activity by intimating the Bidder through a notification on the GeM portal (<http://gem.gov.in>).
- Corrigendum if any, will be uploaded only on GeM portal. It is the responsibility of Bidders to check at the portal regularly.

TERMS & CONDITIONS OF CONTRACT

- Bids are invited through the GeM portal by Manager (MM), Airports Authority of India, SR, behalf of Regional Executive Director (SR), AAI, for the work "Job Contract for Providing Services for Photocopying [using Multifunction Photocopier-01 No.] with Operator at AAI, RHQ, SR, Chennai, for a period of One year and extendable one more year on mutual agreement"

2. Technical Bid

The Bidders should upload scanned copy of relevant documents in "Technical Bid", in support of meeting each criteria mentioned below: -

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENT(S) TO BE UPLOADED IN GeM PORTAL
i.	Undertaking-cum-Declaration	To be furnished on Company's Letter Head as per Annexure-A and uploaded.
ii.	Should have valid PAN Registration Certificate.	Scanned copy of valid PAN Registration Certificate.
iii.	Should have valid GST Registration.	Scanned copy of valid GST Registration Certificate.
iv.	In case of Partnership Firms relevant Memorandum of Association / Article of Association / Partnership Deed.	Scanned copy of documentary proof shall be submitted.
v.	Should have experience in providing Services for Photocopier / Photocopying / Printer or similar works in reputed Companies / Organizations during the last seven years (ending on the date of publication of this Bid) for any one of the following quantum of completed work(s): - One Work Order of value equal to 80%, i.e. Rs. 3.58 Lakhs or more of the Estimated Cost. OR Two separate Work Orders , each for a value equal to 50%, i.e. Rs. 2.24 Lakhs or more of the Estimated Cost. OR Three separate Work Orders , each for a value equal to 40%, i.e. Rs. 1.79 Lakhs or more of the Estimated Cost.	Scanned copy of Award Letter / Work Order / Work Contract Agreement and Invoice / Payment Receipt in support of execution of Work. The said Agreement / Invoice should reflect either value of work, period of contract etc. OR related Award Letter / Work Order / Work Contract Agreement Ref. No. & Date in support of the above. Note: - a. The above Award Letter/Work Order/ Work Contract Agreement should have been satisfactorily completed. b. Initial period of contract and extension thereof if any, upto the date of publication of this Bid shall be considered as 'completed work' and reckoned for value of order. c. Firms showing work experience certificate from Non-Government / Non-PSU Organizations should submit copy of Tax Deduction at Source (TDS) certificate in support of their claim for having experience of stipulated value of work.

vi.	Should have annualized average financial turnover of at least 30% of the annual estimated cost, i.e. Rs. 1.14 Lakhs or above during last three years ending 31st March 2021 .	Scanned copy of abridged Balance Sheet along with Profit & Loss Account Statement for the last three Financial years i.e. 2018-19, 2019-20 & 2020-21 .
vii.	Service & Support: Availability of Office of Service Provider.	Details of office of the service provider located in Chennai or Local Representative residing at Chennai for Liaising with AAI for execution of the contract. Scanned copy of Documentary evidence to be uploaded.
viii.	Photocopy of registration certificate of PF and ESI issued by appropriate Government Authority.	The Tenderer who are presently not registered with appropriate ESIC & EPF Registration authority should submit undertaking stating that they are not comes under ESIC & PF Registration criteria as per ESIC & EPF Act.
ix.	Bidders Profile	Duly Filled Bidders Particulars as per Annexure - B
x.	Check List for Documents to be Uploaded in GeM Portal	Duly filled in Check List for Documents to be uploaded online in GeM Portal as per Annexure - C

Note: -

- i. The Bidders shall provide Pre-Qualification documents as specified above. Lack of submission of any of the specified qualification documents or submission of any of the specified documents in a manner which is in non-conformance with the relevant clause of this Bid documents may result in rejection of the Bid.
- ii. Bidders are advised to upload legible scanned copies of requisite documents **in sequence**, as per Sl. No. (i) to (x) above.
- iii. Bidders to check-mark (✓) the **Check List** given at the end of Bid Document and submit the same along with Bid.

3. Purchase Preference to Micro and Small Enterprises (MSEs)

Purchase Preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

The benefit of MSEs shall be available only for goods produced/services rendered, for which they are registered. MSEs seeking exemptions and want to avail the benefits under Public Procurement Policy should submit self-attested copies of valid Registration Certificate issued by MSME or any other body specified by MSME clearly mentioning the

details such as goods produced/services rendered & its validity, failing which they run the risk of their bids being passed over as ineligible for the benefits applicable to MSEs.

If L-1 is not an MSE and if other MSE bidder(s) has/have quoted price within L-1 + 15% of margin of purchase preference/price band defined in relevant policy, then 100% order quantity will be awarded to such MSE Bidder subject to acceptance of L-1 Bid price.

4. Make in India Public Procurement Policy

Make in India Public Procurement Policy 2017 of Government of India and amendment thereof shall be considered for procurement of Goods & Service and applicable for this Bid.

5. Work scope and Condition of Multifunction Photocopy Machines:

SL. No.	Multifunction High speed Photocopy machine	Qty	Hiring Tariff
1.	01 No. Multifunction Photocopier (minimum 35 CPM) (B/W) with operator at AAI, RHQ, SR, Chennai for a period of One year.	01	Providing minimum 35 CPM multifunction photocopier with operator including all consumables with all types of 75 / 80 GSM paper except electricity and space & 9 Hrs. per day basis, i.e., Monday to Friday excluding public holidays of AAI.

- i. The Multifunction Photocopy machines will be used at Operational offices, Ground floor, Airports Authority of India, SR, Chennai for the various needs of different sections.
- ii. The scope of work includes any or all the expenses which the Contractor may require to incur on providing of Multifunction Photocopy Machine/Multifunction Printer with operator to AAI for the above purpose.
- iii. The scope of work includes / consists of:

Carrying out all type of daily Photocopying/print through any other mode of communication(USB & Ethernet), with all consumable including papers (A4, FS and A3 (incase of A3 it will be counted as two A4 Size papers) as per AAI's directive/standards, expenditures on account of cost of Photocopy Machine & its maintenance / service, Operator salaries, ESI and PF and any other Govt. Taxes and levies etc. (except for which a specific clause / provision is mentioned in the Bid Document).

Condition:

The Multifunction Photocopy machines should confirm to the following at all the times:

- i. All the above Multifunction Photocopy machine should be of latest model with good working condition.
- ii. The contractor shall take prior permission of AAI for substitution of any Multifunction Photocopy machine in case of Break down/maintenance.

- iii. In case of unserviceable/breakdown on any other exigencies involving any of the regular Multifunction Photocopy machines, the contractor will be liable to provide replacement of the same with comparable quality immediately. The details of any such substitution shall be submitted to AAI, on the same day.
 - iv. It shall be the responsibility of contractor to adhere to the timings as specified from time to time for deployment of Multifunction Photocopy machines.
 - v. The Multifunction Photocopy machine will be provided to the AAI on the respective Multifunction Photocopy machine tariff defined Readings per month. The contractor will be compensated for Extra copies in the month on agreed rates.
 - vi. In case of the copies less than 10000 Nos. the payment will be released on pro-rata basis only for the copies taken, on the rate quoted per extra copy (one sided) over and above monthly limit of 10,000. Labour charges will be deducted for the absent period.
 - vii. In case of one-side copies exceeding more than 10,000 Nos. in a month, the one-side copies shall be counted within the Monthly fixed Number of copies and the one-side / double side copies over and above 10,000 Nos. shall be paid at cost quoted for extra copies.
 - viii. However, if total count of one-sided copies falling within 10,000 Nos. in a month, then Rs. 0.50 (fifty Paise) shall be deducted for the one sided copies less than 10,000 copies from the monthly fixed charges.
 - ix. In the event of any dispute the decision of AAI shall be final and binding on Contractor.
6. Normally the Multifunction Photocopy machines will be deployed from the following place for the duties:
- i. Operational offices, Ground floor, Airports Authority of India, SR, Chennai for the various needs of different sections.
 - ii. However; as per the warrants of the situation the Multifunction Photocopy machines shall perform the duties under the directions given by the designated person for daily duty allocation by the concerned AAI Official and the Multifunction Photocopy machine user instructions on time to time.
 - iii. The Starting and Closing copies readings should be recorded and maintained properly on daily basis.
 - iv. The contractor / his Operators shall be responsible to maintain all the valid & desirable documents /records with them at the work site & provide them for verification/ inspection of the authority concerned whenever demanded.
 - v. Contractor or his employee at site will maintain the Register for recording the readings of Multifunction Photocopy machine daily deployment till deposited along with Monthly hired bill with AAI. This Reading book/ Record book should be got signed from the user department of AAI & which will be used as base for release of contractor's monthly payment.
 - vi. The Original Reading book with one photo copy of the same will be submitted with AAI at the end of the Month along with Contractor's bills for payment.

6. **Mobilization Period**

The contractor shall provide the services for photocopying within a mobilization period of **10 days** from the date of issue of Award Letter/Work Order/Sanction Order.

However, the extension of above can be considered, at the sole discretion of the AAI on the merit of the case.

15.0 **Extra Copies charges**

The copies over and above 10,000 copies shall be paid as per the quoted rates.

In case of one-side copies exceeding more than 10,000 Nos. in a month, the one-side copies shall be counted within the Monthly fixed Number of copies and the one-side / double side copies over and above 10,000 Nos. shall be paid at cost quoted for extra copies. However, if total count of one-sided & Two-sided copies falling within 10,000 Nos. in a month, then both types shall be considered within the Monthly fixed Copies

17.0 **Defaults & Recoveries**

- i. Breakdown in Multifunction Photocopy machine:

In case of breakdown in any Multifunction Photocopy machine, the contractor shall immediately replace the Multifunction Photocopy machine within 24 hours. Failure to replace the Multifunction Photocopy machine after initial 24 Hrs, will entitle the AAI to deduct the amount @ Rs 200/- per hrs, per Multifunction Photocopy machine subject to a max of Rs 4000/- per month with prorate deductions from the monthly bills/security deposit or any other dues of the Contractor, at each occasion.

- ii. In case the contractor does not rectify the default in the breakdown Multifunction Photocopy machine within a period of 10 days in the month or the performance of the replaced Multifunction Photocopy machine is not found satisfactory etc, then **AAI will be at liberty to hire another Multifunction Photocopy machine from any alternative source and to recover the additional amount, if any, over and above the rates agreed to by the tenderer from the monthly bills or any other dues of the Contractor, at each occasion.**

- iii. Late reporting:

In case the Multifunction Photocopy machine/operator reports later than by 30 minutes of the requisitioned time, the tenderer shall pay an amount of Rs.100/- for each occurrence to the AAI and the amount will be deducted from the monthly bills or any other dues of the Contractor.

- iv. In case the contractor fails to provide the Multifunction Photocopy machine requisitioned, the AAI reserves the right to hire such number of Multifunction Photocopy machines, as requisitioned from the market and the additional amount, if any, over and above the rates agreed to by the tenderer will be deducted out of the monthly bills/security deposit payable to the contractor. The amount stated by AAI shall be final and binding on the contractor.

20.0 **Goods & Services Tax (GST)**

- i. The service covered by this contract falls under the scope of GST and the Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST.

- ii. The copy (self-attested) of GST Certificate should be submitted before the submission of a first invoice or monthly bill. The GSTIN of AAI and the Bidder must be mentioned on each invoice/hire bill.
- iii. No claim on account of penalties, interest etc. if any levied by statutory authorities on account of non-compliance of the provision of GST shall be entertained.

21.0 **Taxes & Other Charges**

Income Tax or any other taxes as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and shall issue requisite TDS certificate.

22.0 **Payment**

- i. No advance payment shall be paid to the contractor. The Contractor shall submit the monthly bills in duplicate along with Log Sheet duly filled in and signed by the user or authorized representative for necessary payment.
- ii. AAI shall make payment within 20 days from the date of receipt of bills in order by electronic payment – R.T.G.S.
- iii. In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.
- iv. The contractor shall ensure that minimum wages as per state Govt. / GOI, whichever is maximum, needs to be paid to the operator.
- v. Payments made on account of PF, ESIC, Bonus and GST etc. shall be reimbursed to the Contractor on submission of their deposit proof (Challan / Receipts etc.) with the designated Govt. Authority.
- vi. Further, the AAI reserves the right to recovery / withheld @ 27 & 9.5% against PF & ESI respectively from their R/A Bills shall be made, if PF/ESI contribution are not paid by him and proof to the effect is not submitted regularly on due dates (if the contractor registered with ESI & EPF as applicable).
- vii. List of Documents to be attached with the Contractor bills for payment:
- viii. Following documents are to be deposited along with the Contractor bills for payment:
 - (a) Original Copy of Reading Book with one set of Photo Copies. They should be duly signed by the Multifunction Photocopy machines user and entries are completed in all manners properly
 - (b) Copies of Challan / Receipts (two self-certified photo copies) of payment made to authorities of PF and ESIC for the Operators/ manpower employed by the contractor.
 - (c) Proof of the GST (two self-certified photo copies) deposited by the contractor to appropriate Government Authority, paid by AAI to contractor in previous month(s).
 - (d) Bill of the Contractor in triplicate (two copies).
 - (e) Any other receipt / document which the contractor likes to attach (Original with one photo copy).

23.0 Paper & consumables:

Paper and Consumables for the Multifunction Photocopy machine will be provided by the contractor. Multifunction Photocopy machine should always carry sufficient stock of All size good quality papers 75 / 80 GSM branded papers of all sizes and consumables such as toners etc. failing which penalty will be imposed as per the relevant Penalty clause.

26.0 Dispute Resolution Committee

The disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof shall be settled through:

(i) If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the work or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Authority; the matter in dispute shall in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the Airport Director, AAI, Chennai Airport, Chennai-600 016. DRC thus, constituted may act as "conciliator" and will be guided by principles of "conciliation" as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concern and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn out and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party. DRC will give its' report within 45 days of its constitution.

(ii) **Adjudication through Arbitration:** - Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman / Member of AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of the contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision/award from Dispute Resolution Committee, the claim of the contractor(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims. It is the term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of the arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. The arbitration shall be conducted in

accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter-statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

27.0 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 in 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.

28.0 Foreclosure of Contract

AAI may decide to foreclose the contract due to any reasons whatsoever at any time after acceptance of the Bid. In such circumstances AAI may decide to abandon or reduce the scope of the work which is no more required to be executed. In such case AAI shall give 30 days' notice in writing to that effect to the contractor. It will be binding on the contractor to act as per the direction of the AAI.

29.0 Termination of Contract

(i) If the AAI considers that the performance of the contractor is unsatisfactory or not up to the expected standard, the AAI shall notify the same to the contractor in writing and specify in detail the cause of such dissatisfaction. The AAI shall have the option to terminate the contract by giving 30 days' notice in writing to the contractor if the contractor fails to comply with the requisitions contained in the said written notice

issued by the AAI and the decision of the AAI shall be final and binding on the Contractor.

(ii) AAI may also give Termination Notice and without compensation to the contractor to terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as the hirer.

(iii) The contract can be terminated by issuing 30 days' notice in writing at any time by either the party without assigning any reason and the contractor shall not cease to render the service facility until the AAI makes alternate arrangements thereof and informed the contractor accordingly. The extended period after expiry of the notice period will not, however, be more than 30 days in any case.

(iv) Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the actual work 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 whatsoever, 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.

(v) If at any stage during the period of execution of the contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.

(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.

30.0 **Quoting of Rates in GeM Portal**

The Bidders shall quote rate for **01 years (12 months) including GST** in GeM portal (the price split up shall be uploaded separately in Gem Portal as per format attached). The quoted rates will be free from all rise & fall in the market rates throughout the validity of the contract except for variation in Government duties, levies & taxes as applicable on time to time and will be paid on actuals. **The rate quoted shall be: -**

Inclusive of:

- a. Cost of Photocopy Machine and its maintenance, Cartridges, Paper and other consumables along with operator wages.
- b. GST, Profit & Overheads.

Exclusive of:

- a. Bonus, EPF & ESI to operator, as applicable.

31.0 **Evaluation of Financial Bid**

The evaluation criteria/comparison of rates for identifying the successful Bidder shall be based on the overall lowest quoted rates in GeM Portal.

Any mismatch in the rate quoted in Gem Portal and the Price Breakup (Annexure-F), the Bid is liable to be rejected.

32.0 **Consideration of Abnormally Low Bids**

Wherever the price of the lowest Bidder is lower than the justified cost by more than 25%, the lowest bid can be termed as Abnormally Low Quoted Bid (ALQB). Processing of such bid shall be as follows: -

- (i) All such items which are more than 25% below the justified rate shall be termed as 'Abnormally Low Quote Items (ALQI)'.
- (ii) The lowest Bidder has to submit a justification of their price either on GeM Portal (if possible) or submit through a separate letter along with analysis of rates for all such ALQI.
- (iii) On receipt of clarifications, AAI shall analyse the Bidder's justification and accept or reject the Bid.
- (iv) In case of ALQI item, a Quality Protection Bank Guarantee (QPBG) amounting to 10% of the difference of 75% of AAI estimated cost and the quoted cost is to be submitted. The QPBG shall be over and above the original Performance Guarantee for execution of the work/ contract.

33.0 **Bid Offer Validity**

The Bid for the work shall remain open for acceptance for a period of **120 days** from the date of opening of Pre-qualification/Technical Bid.

34.0 **Period of Contract**

The contract shall be valid for an initial period of 1 (one) years and further extendable by 1 (one) more year on the same rates and terms & conditions, subject to satisfactory performance of the Contractor.

35.0 **Subletting of Contract**

The work shall not be sublet / assigned directly or indirectly to any other agencies without the prior written consent of the competent authority of the AAI.

36.0 **Jurisdiction**

The agreement including all matters with this contract, shall be governed by the Laws of India for the time being in force and shall be subjected to the exclusive jurisdiction of the Chennai Court only.

37.0 **Contract Agreement**

All Terms & Conditions of the Bid, as mentioned above and Award Letter/ Work Order/Sanction Order placed on successful Bidder or any other relevant letter, shall form the part of the agreement to be made with the AAI. The contract agreement shall be executed on a non-judicial Tamil Nadu Stamp Paper of value Rs.100/- as per AAI format within one month from the date of award of work and cost of the same shall be borne by the Contractor.

38.0 ESCALATION / DE-ESCALATION

No escalation / de-escalation in rates shall be allowed during the currency of contract.

(To be furnished on Company's Letter-Head and uploaded)

UNDERTAKING-CUM-DECLARATION

(Unconditional acceptance of Terms & Conditions of Bid, non-payment of bribe, non-participation of near relatives and non-blacklisting / debarring of Firm)

Name of Work	Job Contract for Providing Services for Photocopying [using Multifunction Photocopier-01 No.] with Operator at AAI, RHQ, SR, Chennai.
GeM Bid No. & Date	GEM/2022/B/2592468, dated 01.10.2022

1. I / We hereby certify that I / We have read the entire terms and conditions of the Bid document which shall form part of the Contract Agreement and I / We shall abide by all the conditions / clauses contained therein.

I / We hereby unconditionally accept all the Bid conditions of AAI's Bid document in its entirety for the above works.

It is clarified that after unconditionally accepting all the GeM/Custom Bid conditions in its entirety, it is not permissible to put any remarks / conditions in the Technical and Financial Bid submitted through GeM Portal and the same has been followed in the present case. In case any provisions of this GeM/Custom Bid are found violated after opening of Technical Bid and Financial Bid, I / We agree that the Bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to take necessary action as per GeM/Custom Bid conditions.

2. 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 of AAI.
3. I / We do hereby declare and state that none of my/our near relatives is posted in AAI as officer responsible for award and execution of this particular Bid/work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.
4. I / We do hereby declare and state that our Firm / Company has not been blacklisted/ debarred by AAI / BCAS or any other Department of Govt. of India/State Govt. and have no outstanding dues payable to the AAI.
5. I / We do further declare and state that all the above information given by me/ us is true to the best of my/our knowledge and in case if it is found to be false/ incorrect, AAI shall have the absolute right to take any action as deemed fit / without any prior intimation to me/us.

.....
**Signature of Bidder / Authorized Signatory
(with Company Seal/Stamp)**

Date:

BIDDER'S PROFILE
(To be uploaded online in Cover-I of CPP Portal)

1.	Name of Firm (in full)	
2.	Constitution and Nature of Firm (State whether Sole Proprietor/ Partnership Firm/Limited Company and attach self-attested copy of documentary proof in support of above)	
3.	Year of Establishment	
4.	Postal Address	
	(a) Mobile Phone No.	
	(b) Telephone No.	
	(c) Fax No.	
	(d) E-mail ID	
5.	Name & Address of--	
	(a) Sole Proprietor in case of Proprietorship Firm	
	(b) Directors in case of Company (Registered under Indian Companies Act 1956b)	
	(c) Partners in case of Partnership Firm--	
	(i) For Partnership Firm whether registered under "The Indian Partnership Act, 1932", please state further whether by the Partnership Agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner, who has signed the tender.	
	(ii) If answer to the above is in negative, whether there is any general Power of Attorney executed by all the Partners of the firms authorizing the	

	<p>Partner who has signed the tender to refer dispute concerning business of the Partnership to arbitration.</p> <p>(iii) If answer to point (i) or (ii) is in the affirmative, please furnish a copy of either the Partnership Agreement or the general Power of Attorney as the case may be.</p>	
6.	Name, Designation, Address & Telephone No. of person Authorized to sign the tender document / Liaise with AAI on behalf of Firm / Agency.	

Note: -

1. If the space provided is insufficient, a separate sheet may be attached.
2. The above format duly filled-in, dated, signed, stamped and scanned copy of the same may be submitted along with documentary proof wherever required, in the Cover-I (Technical Bid).

DECLARATION
(To be submitted in separate sheet)

I, _____ Son/Daughter /
Wife of Shri/Smt. _____ Proprietor / Director /
Authorized signatory of the Agency mentioned above is competent to sign this
declaration and execute this tender document.

The information / documents furnished along with the above Bid / application
are true and authentic to the best of my knowledge and belief. I am well aware of the
fact that furnishing of any false information / fabricated document would lead to
rejection of my tender / bid at any stage besides liable for prosecution under appropriate
law.

(Signature of the Authorized person)

Name _____

Date _____

Official Seal / Rubber Stamp

Place _____

**CHECK-LIST FOR SCANNED DOCUMENTS TO BE UPLOADED ONLINE
IN GEM PORTAL**

Name of Work	Job Contract for Providing Services for Photocopying [using Multifunction Photocopier-01 No.] with Operator at AAI, RHQ, SR, Chennai.
GeM Bid No. & Date	GEM/2022/B/2592468 dated 01.10.2022

Sl. No.	Document(s) to be uploaded	Ref. to Scope of Work Clause / Page	Whether Uploaded	
i.	Undertaking-cum-Declaration (Annexure-A)	Clause No.2.0/ Page No.3	YES / NO	
ii.	Scanned copy of Valid PAN Registration Certificate.	Clause No.2.0/ Page No.3	YES / NO	
	PAN No.	Date of Issue		
iii.	Scanned copy of GST Registration Certificate.	Clause No.2.0/ Page No.3	YES / NO	
	GST No.	Date of Issue		
iv.	Scanned copy relevant Memorandum of Association / Article of Association / Partnership Deed, in case of Partnership Firms.	Clause No.2.0/ Page No.3	YES / NO	
v.	Scanned copy of Award Letter / Work Order / Work Contract Agreement with its satisfactory Completion Certificate.	Clause No.2.0/ Page No.3	YES / NO	
Particulars of Award Letter /Work Order				
	Reference No. / Date	Name & Address of Client	Period of Contract	Contract Value Rs.
a.				
b.				
c.				
	TOTAL			

Particulars of Invoice / Payment Receipt				
	Reference No. / Date	Name & Address of Client	Period of actual completion of Contract	Contract Completion Value in Rs.
a.				
b.				
c.				
TOTAL				
	Scanned copy of Balance Sheets along with Profit & Loss Accounts Statement.		Clause No.2.0/ Page No.4	YES / NO
	Turnover of Company/Firm			
	Financial Year (F.Y)		Turnover in Rs.	
vi.	F.Y 2018-19			
	F.Y 2019-20			
	F.Y 2020 -21			
	Annualized average Turnover (i.e. Total of (i) + (ii) + (iii) divided by 3).			

Sl. No.	Document(s) to be uploaded	Ref. to Scope of Work Clause / Page	Whether Uploaded
vii.	Service and Support – Details of office of the service provider located in Chennai or Local Representative residing at Chennai for Liaising with AAI / BCAS (for Airport entry Permits) for execution of the contract.	Clause No.2.0/ Page No.4	YES / NO
viii.	Photocopy of registration certificate of PF and ESI issued by appropriate Government Authority.	Clause No.2.0/ Page No.4	YES / NO
	In case of Non-availability of PF and ESI Registration, undertaking is to be uploaded		YES / NO
ix.	Bidder's Profile (Annexure- B)	Clause No.2.0/ Page No.4	YES / NO
x.	Check List for Documents to be uploaded Online (Annexure – C)	Clause No.2.0/ Page No.4	YES / NO
	FINANCIAL DOCUMENT ON PRICE SPLIT UP		
II	Financial Document Indicating Price Breakup of the Lump Sum Quoted in GeM Portal (to be uploaded in GeM Portal, Annexure -D). Annexure-D is to be uploaded separately and not along with Technical Bid.	AS PER GEM TERMS AND CONDITIONS	YES / NO

(Not to Be Uploaded along with Technical Bid in Gem Portal)

FINANCIAL DOCUMENT INDICATING PRICE BREAK UP

Name of Work	Job Contract for Providing Services for Photocopying [using Multifunction Photocopier-01 No.] with Operator at AAI, RHQ, SR, Chennai.
GeM Bid No. & Date	GEM/2022/B/2592468 dated 01.10.2022

Sl. No	Type of Multifunction Photocopy machine	Hiring Tariff	Amount Per Month (in Rs)
1	Rate for Hiring of 01 No. Multifunction Photocopier with consumables, paper along with operator (minimum 35CPM Machine to be provided) Rate quoted must be inclusive of all charges Excluding GST.	@10000 copies per month per month & 9 Hrs per day i.e Monday to Friday excluding public holidays of AAI.	
2	Rate of GST in %	in %	
3	Rates for per additional Run copies (over and above 10000 copies) - One Side Printing	Per copy	
4	Rates for per additional Run copies (over and above 10000 copies) - Double Side Printing	Per copy	

Note: The rates quoted shall be in compliance with the Terms and conditions (Including General and Additional Terms and Conditions) of the above referred Gem Bid.