

# TENDER DOCUMENT FOR

Job Contract to Conduct Breathe Analyzer Test for Aviation Personnel at Raja Bhoj Airport, Bhopal.



**Airports Authority of India  
RAJA BHOJ AIRPORT,  
BHOPAL (M.P.) 462036**

Name and Address of the firm : .....  
: .....  
Telephone & Mobile No. : .....  
Email Address (if any) : .....

**Prepared & Recommended by**

**Vipin Kumar  
JE (Technical)**

**Approved by**

**Airport Director  
R.B Airport Bhopal**

# **INDEX**

<b><u>Name of work: Job Contract to Conduct Breathe Analyzer Test for Aviation Personnel at Raja Bhoj Airport, Bhopal.</u></b>		
Sr. No.	Description	Page No.
1	Notice inviting E-Tender	3-10
2	Definition and Introduction to Bidders	11-15
3	General Conditions of Contract	16-17
4	Special Conditions of Contract	18-28
5	Agreement Form	29-33
6	Undertaking cum Declaration to be submitted by applicants in Envelope – I(Annexure- A)	34
7	GST Undertaking (ANNEXURE - B)	35
8	Undertaking for Criminal cases (ANNEXURE - C)	36
9	Declaration of Non-Participation of near relatives. (ANNEXURE - D)	37
10	Checklist for documents to be submitted in envelope I & II	38



AAI/BP/Tech/DGCA CAR/20-21

DATE: 28-10-2020

**NOTICE INVITING E-TENDER (3 Envelopes Open Tender)**  
**(Tender I.D No.2020\_AAI\_60959\_1)**

Item rate tenders are invited through the e-tendering portal by **Incharge (tech), Airports Authority of India, Raja Bhoj Airport, Bhopal – 462036(MP) (Bid Manager)** on behalf of Chairman, A.A.I. from registered Firms / Companies / specialized agencies / Contractors of repute having experience for the work of Job Contract for the work “**Job Contract to Conduct Breathe Analyzer Test for aviation personnel at R.B Airport, Bhopal for Two Year** at an estimated cost of **Rs. 12,87,752/- (Twelve Lakh Eighty Seven Thousand Seven hundred Fifty Two Only) + GST+ PF, ESIC (Employer Share)** with period of **completion 24 (Twenty Four ) Months.** (Extendable for further Six months if desired by AAI)  
under given below details:

- Job contract for providing services at Raja Bhoj Airport, Bhopal **for conducting Breathe Analyzer Test for aviation personnel** by deploying **02 Nos. paramedic staff** for 30 days of the months, 8 hrs. a day working basis as detailed in Financial Bid.

**Note:-1- PF, ESIC, BONUS (EMPLOYER SHARE) is excluded in tender estimated value**  
**2- Paramedics may be Utilized to conduct other tests for AAI, if required or direction given by incharge Tech.**

Tender documents may be downloaded from CPP portal: <http://etenders.gov.in/eprocure/app> and Airports Authority of India web site [www.aai.aero](http://www.aai.aero) (for reference only) as per the schedule as given in CRITICAL DATE SHEET as under:-

**Critical Dates**

Tender Document Download/Sale Start Date	28.10.2020 From 17:30 hrs
Seek Clarification Start Date	28.10.2020 From 18:00 hrs
Seek Clarification End Date	5.11.2020 upto 18:00 hrs
Bid Submission Start Date	28.10.2020 From 18:00 hrs
Bid Submission End Date	09.11.2020 upto 18:00 hrs
Last Date for <b>Offline</b> submission of MSME Certificate, if applicable	10.11.2020 up to 15:00 hrs

Bid Opening Date: <b>Envelope-I</b> ( <b>Fee</b> : Containing scanned copies of Payment Receipt of Tender Cost & EMD, Letter for Unconditional Acceptance of AAI's Tender Conditions )	11.11.2020 at 15:30 hrs
Bid opening Date: <b>Envelope-II</b> (Pre-Qualifying Criteria Cum Technical Bid)	11.11.2020 at 16:30 hrs
Bid opening Date : <b>Envelope-III</b> (Price Bid)	23.11.2020 at 15:00 hrs (tentative)

### 1. **Tender Fee and EMD** :-

**1.1** Tender fee of **Rs 590/-** (Rs 500 + 18 % GST), non-refundable is to be deposited through electronic payment mode such as Wire Transfer/**NEFT**/**RTGS**. Offline submission of tender fee and EMD shall not be accepted.

**Bank - AAI has authorized State Bank of India as nodal bank provides payment gateway services and receives Tender fees and Earnest Money Deposits (EMDs) from various bidders participating in e- Tendering/ e-procurement process, holds the amount in Current/Savings Bank account till the time of finalization of tendering process. Bank will settle the Tender Fee of all bidders, Bank will refund EMD to unsuccessful bidders and the EMD of L 1 bidder will remain in the pooling account and after AOC completion on the portal, the L 1 bidders EMD amount will be refunded to their source account. This will be happened as per instruction received from TIA through online**

**1.2** EMD of the value of **Rs. 25,755/- (Rupees Twenty Five Thousand Seven Hundred Fifty Five Only)** is to be deposited through electronic payment mode such as Wire Transfer/**NEFT**/**RTGS**. Bidder has to submit the self-attested proof of transaction/**UTR** No. in Envelope-I.

**Bank - AAI has authorized State Bank of India as nodal bank provides payment gateway services and receives Tender fees and Earnest Money Deposits (EMDs) from various bidders participating in e- Tendering/ e-procurement process, holds the amount in Current/Savings Bank account till the time of finalization of tendering process. Bank will settle the Tender Fee of all bidders, Bank will refund EMD to unsuccessful bidders and the EMD of L 1 bidder will remain in the pooling account and after AOC completion on the portal, the L 1 bidders EMD amount will be refunded to their source account. This will be happened as per instruction received from TIA through online**

The tender of the bidder who fail to submit the EMD before the stipulated time shall be rejected outright.

### **1.3 Exemption from paying Tender Fees & EMD:-**

The following procedure is to be adopted for the MSMEs bidders registered with **NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handloom or any other body specified by the Ministry of MSME for goods produced and services rendered by MSMEs for which they are registered :-**

i) MSMEs bidders shall be issued tender documents free of cost and shall be exempted from paying EMD.

ii) Price preference to MSMEs shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

iii) **MSMEs bidders seeking exemption and benefits should upload digitally signed self-attested scanned copy of valid Registration Certificate, giving details of such validity, stores / services etc. in Envelope-I (Fee), and hard copy of the same should reach to the office of bid manager (In-charge(Technical), Airports Authority of India, Raja Bhoj Airport, Bhopal – 462036 (MP)) on or before the Last Date & Time mentioned in the critical Date Sheet. Failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSMEs.**

iv) The benefits to MSMEs shall be available only for the goods/Services produced and provided by MSMEs for which they are registered.

v) In case MSMEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected and action shall be taken as per rules & regulation of AAI.

#### **1.4 Bid Submission:**

The tendering process is online at e-portal URL address <http://etenders.gov.in>. Prospective Tenderers are advised to get themselves acquainted for e- tendering participation requirements and enroll themselves with the NICCPP portal at <http://etenders.gov.in> under various links like “Online bidder enrollment”, “bidder manual kit” etc. and obtain necessary ‘Login ID’ & ‘Password’. They should also obtain Digital Signature Certificate [DSC] from agencies authorized by Govt. of India in parallel, which is essentially required for submission of Tender Bids.

**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](mailto:support-eproc@nic.in)

**For any Policy related matter / Clarifications please contact Dept of Expenditure, Ministry of Finance. E-Mail:** [copp-doe@nic.in](mailto:copp-doe@nic.in)

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

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

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

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

Sl. No.	Support Persons	Escalation Matrix	E-mail Address	Contact Numbers	Timings *
1.	Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	<b>011-24632950, Ext-3512 (Six Lines)</b>	0800-2000 Hrs. (MON - SAT)
2.	Sanjeev Kumar, Mgr.(IT)	After 4 Hrs. of Issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a> or <a href="mailto:sanjeevkumar@aai.aero">sanjeevkumar@aai.aero</a>	<b>011-24632950, Ext-3523</b>	0930-1800 Hrs. (MON-FRI)
3	S. Nita, AGM(IT)	After 12 Hrs.	<a href="mailto:snita@aai.aero">snita@aai.aero</a>		0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	<a href="mailto:gmitchq@aai.aero">gmitchq@aai.aero</a>	<b>011-24657900</b>	0930-1800 Hrs. (MON-FRI)

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

3. The above mentioned help desk numbers are intended only for queries related to the issues on e-procurement portal and help needed on the operation of the portal. **For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI**

The tenderer shall submit their application by downloading the tender document from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criteria mentioned below in Technical Bid/ Attachments Section in the portal. Uploading of application in location other than specified above shall not be considered. **Hard copy of application shall not be entertained.**

1.5 Following 3 envelopes shall be submitted through online CPP-portal by the bidder:-

**1.5.1 Envelope-I:- Containing following documents (Related to Fees)**

- i) Scanned copy of the self-attested proof of transaction/UTR No. against Tender Fees of **Rs. 590/-** & EMD of **Rs. 25,755/-**
- ii) Scanned copy of duly signed and stamped Unconditional Acceptance of AAI's Tender Conditions in the format as given in **Annexure - A** of tender document.

**The tenders of the bidders who fail to submit above documents before the stipulated date & time shall be rejected outright. Further, if EMD and other documents of any of the bidders are not meeting the AAI's tender conditions, then their e-bid response will be summarily rejected.**

**1.5.2 Envelope II:- (Pre-Qualifying Cum Technical): Containing Qualifying requirements of Contractors / Firms:-** The tenderer shall submit their application by downloading the "Tender Document" from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents in support of their meeting each criteria mentioned below in the attachments Section in the portal. Uploading of application in location other than specified above shall not be considered. **Hard copy of application shall not be entertained.**

**Pre Qualifying Cum Technical Criteria:-**

- i) Agency specialized in the similar nature of work /registered Firms / Companies / Contractors of repute for the work as the case may be and having Permanent Account Number.
- ii) Should have GST Registration Number,
- iii) Should have Permanent Account Number(PAN),
- iv) Valid Employees provident Fund Registration.
- v) Valid Employees State Insurance Corporation Registration.
- vi) Labour licence/permits as applicable.
- vii) A party or an individual falling under the following categories is not eligible:
  - a. Having outstanding dues in respect of any contract with Airports Authority of India at any airport under its administrative Control.
  - b. Debarred/black-listed by Central Vigilance Commission, Central Bureau of Investigation or by Airports Authority of India (International or National Airports Division).
  - c. Parties facing action under PPE Act, with AAI.
- viii) 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. 5,15,101/-** or two works, each of **Rs. 6,43,876/-** or one work of **Rs. 10,30,202/-** in single contract of similar nature i.e. **"Job Contract to Conduct Breathe Analyzer Test for aviation personnel/equivalent work in any medical field/supply of**

**paramedical staff in medical institution/Nursing Home/hospitals etc. ”** during last seven years ending on last date or extended date of submission of bid in India. (proof of work order)

- Note: -**
- a. **Medical institutions/colleges/hospitals shall be exempted from the submission of the experience certificate however they have to attach registration copy of their institutions/hospitals etc.**
  - b. The above work / order should have been satisfactorily completed (Phase /Part completion of work in a contract shall not be considered) and its completion certificate should clearly show the nature of work done, the value of work, date of start, date of completion, satisfactory completion of work etc.
  - 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.
  - d. Should have annualized average financial turnover of **Rs. 3, 86,326/-** against works executed during last three years ending 31st March of the previous financial year. As a proof, copy of Abridged Balance Sheet, 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.

### **1.5.3 Envelope-III(Price Bid):-**

i) The tenderer shall upload the digitally signed **Schedule of Price Bid in the form of BOQ.xls** 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 filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Bidders are requested to quote their rates for each & every BOQ Items for bid evaluation purpose. If any bidder doesn't quote any rate for any or few items, their rates shall be treated as "ZERO" against such item / items and accordingly, it is presumed that bidder is willing to execute those items free of cost to AAI. Bid evaluation shall be done on the basis of Overall Lowest (L-1) considering all BOQ Items.

Further, it may be noted that tenders which are duly submitted on e-tender portal (CPPP) shall only be final and tenders just saved without submission will not be available to the evaluation purpose. Bidders are requested to go through FAQ and help files available in the portal (CPPP). In case of any difficulty, bidders may contact the help desk numbers and emails ID provided in the CPP portal.

Tenderer who has downloaded the tender from central public procurement portal (CPPP) website <http://etenders.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AAI.

### **1.6 Bids Opening Process is as below:-**

#### **1.6.1 Envelope-I (Containing following documents):-**

- i) Scanned copy of the self-attested proof of transaction/UTR No. against Tender Fees of **Rs. 590/-** & EMD of **Rs. 25,755/-**
- ii) Scanned copy of duly signed and stamped Unconditional Acceptance of AAI's Tender.

Containing scanned copy of above documents (uploaded by the contractors / firms) shall be opened on **11.11.2020 at 16:30 Hrs.** The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors / firms through e-tendering portal.

#### **1.6.2 Envelope-II (Pre-Qualification/Technical Cover):**

Containing pre-qualification documents /certificates (uploaded by the contractors / firms) shall be opened of those bidders only, who had uploaded the scanned copy of payment receipt of Tender cost & EMD (in Envelope-I) by due date & time.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope-I and Envelope-II (except scanned copy of duly signed Unconditional Acceptance Letter), he will be asked to provide it through "Upload Short Fall Documents" link in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable for rejection.

Tenderer who failed to upload the scanned copy of duly signed Un-conditional Acceptance Letter in Envelope-I on the CPP e-tendering portal by due date & time of bid submission (or by extended date & time of bid submission, if any), his tender application will be summarily rejected. Hard copy of documents shall not be entertained.

#### **1.6.3 Envelope-III (Finance Cover): Containing the financial e-bid through CPP portal.**

The financial bids of the contractors/firms found to be meeting the qualifying requirements and technical criteria shall be intimated later to the short listed technically qualified bidders. [Depending on evaluation of envelope-II, any changes in the date shall be intimated through CPP portal].

1.7 AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.

1.8 AAI reserves the right to disallow issue of tender document to working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain / temporary / permanent debar by any department of AAI. AAI reserve the right to verify the credential submitted by the agency at any stage before or after the award the work. If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAI shall take the following action:

- i) Forfeit the entire amount of EMD submitted by the firm.
- ii) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual /legal action.

1.9 Consortium /JV companies shall not be permitted. No single agency/contractor/firm shall be permitted to submit two separate applications.

1.10 Purchase preference to Central Public Sector undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

1.11 Corrigendum, Clarifications, Modifications in bidding dates etc shall be communicated only through e-tender portal.

1.12 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 partnership firm or a sole proprietor concern 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.

-S/d-  
In-charge (Technical)  
For- Airport Director  
AAI, Raja Bhoj Airport, Bhopal

## **DEFINITIONS**

3.0 "AAI" means the "Airports Authority of India".

3.1 The Chairman means the "Chairman", Airports Authority of India or his successors.

3.2 "Bidder / Tenderer" means the individual or firm who participates in this tender and submit their bid.

3.3 "Bid Manager" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.

3.4 "The Contractor" means the person/firm or company with whom the order for the stores is placed and shall be deemed to include the contractor's successors (approved by the purchaser) representatives executors and administrators as the case may be unless executed by the terms and the contract.

3.5 "Acceptance of Tender" means the letter of memorandum communicating to the contractor regarding acceptance of his tender. This includes an advance acceptance of his tender.

3.6 "The Purchaser" means the "chairman, Airports Authority of India, New Delhi – 110003 or his representative.

3.7 Stores to be supplied at: - As per name of consignee mentioned in tender document/supply order.

3.8 "The Inspecting Officer" means the persons, firm or department authorized by the purchaser to inspect the stores on his behalf. This includes representatives of the inspecting officers so nominated.

3.9 "Specifications" means a specification accepted or approved by the purchaser for the compliance by the contractor.

3.10 "Day" means a day starting from 0000 hrs. to 2400 hrs.

3.11 "Hour" means an hour of 60 minutes. For the purpose of calculation, fraction of an hour up to 30 minutes will be ignored and more than 30 minutes will be treated as full one hour.

3.12 "Month" means a calendar month or a cycle month depending on the date of commencement of the contract. For all pro-rate calculation, the number of days considered in a month will be 30.

3.13 "The Award Letter / Work Order" means the order placed on contractor / firm for the work mentioned in the tender.

3.14 "The Contract" means the agreement signed between the AAI and the Contractor as per the terms and conditions contained in the tender.

3.15 "The Contract Price" means the price payable to the Contractor under the Purchase Order for the full and proper performance of its contractual obligations.

3.16 "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or incomplete bids or intentional errors have been committed in the Bid.

## **INSTRUCTIONS TO BIDDERS**

### **4.0 Tender document:**

4.1 The tender document consists of six sections. The bidder shall go through all these sections:

**Section – I: Notice Inviting e-Tender.**

**Section – II: E-Tendering Guidelines Bidders**

**Section – III: Definitions.**

**Section – IV: Instructions to Tenderers.**

**Section – V: General Conditions of Contract.**

**Section – VI: Special Terms & Conditions of Contract.**

Bidders shall comply with each clause of all the above six sections.

4.1.1 Bidders willing to participate may download the digitally signed tender document on-line from CPP e-Procurement portal at <https://etenders.gov.in> and submit digitally counter-signed tender document on-line at the same portal.

4.1.2 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.

4.1.3. Bidder shall upload tender on CPPP E-Portal well in advance i.e. 24 hrs before scheduled closing time of bid submission to avoid last minute hassles. **AAI shall not entertain any queries on such subject after last date of downloading tender document.**

**4.2 Transfer of Tender document:** Tender documents are not transferable.

### **4.3 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 to this tender and binding

on the bidders. Addendum /corrigendum will be notified through CPP e-Procurement portal at <https://etenders.gov.in>.

#### **4.4 Clarifications of Bid Documents:**

Bidder, requiring any clarification of the tender documents may submit their queries, if any, only through provision of CPP e-Procurement Portal at <https://etenders.gov.in> and AAI shall not respond to any queries sent through by any other means.

4.4.1 Request for clarifications received from bidders shall be responded by AAI till the schedule date and time indicated in the Tender Schedule or as extended thereto by AAI.

4.4.2 Replies to Clarifications by AAI will be uploaded through CPP e-Procurement Portal. The bidders are advised to visit the same at <https://etenders.gov.in> regularly.

4.4.3 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.

4.4.4 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.

4.4.5 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.

4.5 AAI shall summarily reject a bid as non-responsive if found valid for a shorter period than specified in the Tender documents. 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.

#### **4.6 Post Tender Qualification for Technical Evaluation:**

Apart from the eligibility conditions as specified in the tender, the following shall also be considered for the evaluation:

**4.6.1 If any document submitted in Envelope-I & II is found to be false or fabricated, the EMD shall be forfeited, besides black listing of the bidder.**

4.6.2 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

#### **4.7 Composition of Bids and General Guidelines for bid process:**

4.7.1 Bidders shall submit their bids as per scheduled date & time through CPP e-Procurement portal at <https://etenders.gov.in> only.

4.7.2 Bidders shall submit the tender before the deadline as specified in the Tender Schedule of this tender document. **e-tender CPP Portal shall not allow bidders to submit their tender after the scheduled date & time.**

4.7.3 The Envelope-I, II & III will be opened online by AAI at the time and date as given in the Tender schedule. All the statements, documents, certificates etc., uploaded by the bidders shall be downloaded and verified for evaluation.

4.7.4 The clarifications, particulars, if any, required from the bidders, will be obtained through query provision available in CPP e-Procurement portal.

#### **4.8 On-line E-Tendering General Guidelines:**

4.8.1 System shall not permit upload of bids after the scheduled time of submission.

4.8.2 The bidder may correct, modify or withdraw his bid after submission but prior to scheduled last date & time of submission.

4.8.3 To assist in the examination, evaluation and comparison of bids AAI may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be through query provision available in CPP e-tendering portal.

4.8.4 Bidders may submit their response to AAI queries through provision of CPP e-procurement Portal Only.

4.8.5 No post bid clarification / confirmation of compliance at the initiative of the bidder, shall be entertained.

**4.9 Preparation / Submission of Bids:** Bids shall be prepared and submitted in three parts: the first, second and third part shall comprise of the Fee Envelope (Envelope-1), Technical Envelope (Envelope-II) and the Financial Bid (Envelope-III) specifying the price offer respectively and the relevant documents, as specified in Section-I, be uploaded in CPP e-procurement portal.

#### **4.10 Language and Currency:**

The bidder shall quote the rates in English language and in international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

4.11 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.

4.12 Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive Bid and are liable to be rejected. If the bidder gives wrong information in his/her tender, **AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Earnest Money Deposit / Security Deposit.**

4.13 AAI reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order for which the tender is 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.

4.14 AAI shall evaluate the Bids to determine whether they are complete, the documents have been properly signed and the bids are in order.

4.15 AAI will determine the substantial responsiveness of each bid to the Bid documents. For the 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.

4.16 No correspondences / representations shall be entertained from the bidders after opening of Financial Bid of the Tender during the tendering process.

4.17 Date of submission and opening of tender can be extended at the sole discretion of the Competent Authority.

**4.18 Award of Contract:**

4.18.1 The acceptance of the tender shall be intimated to the successful bidder by AAI through Fax / Letter/ Telephone / e-mail etc.

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

## GENERAL CONDITIONS OF CONTRACT

5.0 The e-Tenders as per the prescribed Form are invited in open tender three Envelope system:

- (i) Envelope- I: Fee Bid**
- (ii) Envelope -II: Technical Bid**
- (iii) Envelope -III: Financial Bid**

5.1 Not more than one Tender shall be submitted by a bidder. Not more than one concern in which an individual is interested as Proprietor and / or partner shall tender for the execution of the same work. If they do so, all such Tenders shall be liable to be rejected.

5.2 Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate tender applications.

5.3 The right to accept the tender in full or in part / parts will rest with AAI. The Tender is bound to perform the contract at his quoted rates. However, AAI does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received or cancel the tender without assigning any reason thereof. No claim whatsoever will be entertained on this account.

5.4 The Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.

5.5 Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to be rejected.

**5.6 The Tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of Pre-Qualification Bid.**

5.7 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 or his authorized representative, which shall be communicated to the AAI.

5.8 Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering and lowest evaluated bid in technically are commonly conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard.

5.9 A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any major modifications.

5.10 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.

5.11 Bidder shall submit a responsive bid, failing which his/her tender will be liable to be rejected.

5.12 All rates shall be quoted in Financial Bid only. Conditional Financial Bid shall be rejected.

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

5.14 The bidder shall duly attest all corrections, cancellation and insertions.

5.15 The Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.

5.16 All the tenders in which, any of the prescribed conditions are not fulfilled / incomplete in any respect are liable to be rejected.

5.17 The Bidder shall not be permitted to tender for works in AAI, in which his near relative is posted as officer who is responsible for award and execution of contracts. 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 AAI. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Authority.

**Note:-** The term 'near relative' means wife, husband and parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunt and cousin and their corresponding in laws.

5.18 The bidders shall furnish a declaration that none of their near relatives is posted in AAI as officer responsible for award and execution of this particular tender/work as per Annexure-A.

5.19 No Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of Government of India or AAI is allowed to work as contractor or his representative, for a period of two years of his retirement from the Government / AAI Service, without the prior permission of the Government of India/AAI. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India / AAI as aforesaid before submission of the tender or engagement in the contractor's service.

5.20 Tenders shall be received by the Accepting Authority up to the date and time and shall be opened on the due date and time as detailed in the Notice inviting Tender.

## SPECIAL CONDITIONS OF CONTRACT

**NAME OF WORK: Job Contract to Conduct Breathe Analyzer Test for aviation personnel at Raja Bhoj Airport, Bhopal.**

### **6.0.Scope of Work:**

1. Breathe Analyzer test and medical inspection of arriving passengers as per DGCA CAR5- Air safety series F part IV issue I, 16th September 2019.Equipment will be provided by AAI.
2. **Agency will be required to provide minimum 2 +1 (Reliever) Trained Paramedic/Emergency Medical Technician/Personnel holding BSC (Nursing)/Diploma (Nursing) per shift .**
3. The deputed staff will also be responsible for maintaining record entries in accordance with guidelines provide by AAI from time to time.
4. Agency shall submit the Xerox copy of degree certificate of deployed staff at the time of engaging them into services, duly attested by the employee and employer.
5. Contract shall be for a period of twenty four month (Further extendable upto 6 months if desired by AAI on same terms and conditions.)Deployed employees have to perform shift duties for 8 hours a day
6. In case employee is not reporting duty on time as instructed by authorized representative from Airport director, Penalty in the form of one day salary (i.e 764 Rs per day as per highly skilled employee rates defined by GOI.) shall be deducted from monthly bill and Hospital/Nursing Home has to ensure immediate replacement within 2 hour.
7. The staff should always be decently dressed and be well behaved.
8. If the AAI is not satisfied, with the conduct etc, of any of the staff deployed by Hospital/Nursing, the Hospital/Nursing Home replace the person concern as per advice of the AAI
9. Agency shall provide a photo badge to all his personnel employed, indicating his name, designation, Age etc.
10. In case the employee reports later than by 30 minutes of the time it was requisitioned for, the tenderer shall pay an amount of Rs.250/- for each occurrence to the AAI and the amount will be deducted from the monthly bills/security deposit or any other dues

### **c. Timings:**

11. Paramedics for conducting BA Test shall be on duty in 08hrs/shift basis on 26 days of the Month. Timing of the shift is subject to change and shall be decided by AAI, depending on requirement.

6.1 Co-ordination with all departments of AAI and any other agency / firm in operational area of Bhopal Airport, as per requirement and also not to damage any AAI property.

6.2 The contractor shall adhere to the instructions of AAI / CISF or its authorized personnel.

6.3 The work on day-to-day basis shall be supervised/monitored by officials of AAI or its authorized personnel so as to ensure safe aircraft operations.

6.4 The contractor shall carryout the work strictly as per the scope of work, failing which AAI shall be empowered to carry out such works (after serving notices in this regard) through any other agency at the risk & cost of the contractor. The decision of Work-in-charge shall be final and binding on the contractor in this regard.

**6.5 DOCUMENTS / RECORDS TO BE MAINTAINED BY THE CONTRACTOR**

The contractor shall be responsible to maintain required documents / records for the conduction of BA Test with the date/time.

**6.6 MINIMUM REQUIREMENT / QUALIFICATION**

The firm has to depute Paramedic Staff and Paramedic Staff for the above works / services as mentioned below:

Paramedic Staff (High-Skilled)	02 Nos. for conducting BA Test.	i) Trained Paramedic/Emergency Medical Technician/Personnel holding BSC(Nursing)/Diploma(Nursing).
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6.6.1 If any worker engaged is found to be not suitable for the position, the contractor has to remove the person from the site immediately and has to depute his substitute. The decision of Work-in-charge shall be final and binding to the contractor in this regard.

6.6.2 In case of leave of any Paramedic staff a substitute has to be arranged by the contractor who have the required qualification and adequate experience.

6.6.3 AAI may increase the total number of Paramedics upto 50 % during the currency of contract including extended period, depending on its requirement, on the same rates, terms & conditions as stipulated in the contract and the same shall be obligatory and binding on the contractor. Any variation in quantity beyond this will be mutually agreed upon by the AAI and the contractor.

6.6.4 In case scope of work reduces or requirement ceases altogether, AAI reserves the right to decrease the quantity of Paramedic Staff s wholly or partly at any time during the currency of the contract.

## 6.7 PENALTY CLAUSE

Sl.No.	Description	Penalty
1.	Non-reporting for duty - per Paramedic per shift per day during a calendar month.	Prorata deduction <b>plus</b> penalty @ Rs.300/- for 1 <sup>st</sup> occurrence/shift Rs.700/- for 2 <sup>nd</sup> occurrence/shift Rs.1200/- for 3 <sup>rd</sup> occurrence/shift and thereafter only prorata deduction shall be levied for each occurrence/shift.

6.7.1 In addition to the above, any damage to equipment / property of AAI shall be made good by the Contractor at his own risk and cost, failing which the necessary cost of repair / replacement / restoration to original shall be recovered from the running bill of the contractor.

## 6.8 VALIDITY OF TENDER

The Tender for the work shall remain open for acceptance for a period of Ninety (90) days from the date of opening of Pre-qualification / Technical Bid.

## 6.9 EARNEST MONEY DEPOSIT (E.M.D)

### **Refund and Settlement process:**

- a. **Step-I:** After opening the tender, bid submitted successfully along with the online payment, the tender fee settled to 'Tender Fee Settlement Account' and EMD amount will remain in 'Pooling Account'.
- b. **Step-II: On Technical Evaluation:** After submission of technical evaluation report on the CPP portal, the 'EMD of Technically Qualified bidders will remain in the pooling account' and EMD amount of rejected bidders will be refunded to their source account.
- c. **Step-III: On Financial Evaluation:** After submission of financial evaluation report on the CPP portal, the 'EMD of L1 bidder will remain in the pooling account' and EMD amount of rejected bidders will be refunded to their source account.
- d. **Step-IV: EMD Refund of L1:** After AOC completion on the portal, the L1 bidders EMD amount will be refunded to their source account and for this Bid managers are advised to complete the AOC process:
  - Only after receiving the PBG and its confirmation from the bank.

**or**

- Adjustment of Security Deposit (SD) as per NIT Condition.

### **5. In the case of "Cancellation of tender" before opening and "Re-Tender":**

- All the submitted amount will be refunded to the bidders.

### **6. In the case of "Cancellation of tender" after opening and "Re-Tender":**

- The tender fee has already settled to the AAI's tender fee settlement account at the EoD of tender opening.
- Now only EMD residing in the collection pooling account, the EMD will be refunded to the bidders.

### **7. In case of 'Withdraw of bid' by the vendor:**

- Procurement system allows the bidder to withdraw till the bid submission closing date, assume that the bidder has paid the amount and withdrawn the bid, eProcurement system will initiate the refund of EMD on the day of tender opening.

#### 6.10 **SECURITY DEPOSIT (S.D.)**

6.10.1 The contractor, whose tender is accepted, will be required to furnish a security deposit for the due fulfilment of this contract, which will amount to a sum equal to @ 10% of Annual Contract Value (i.e. Quoted Monthly Hire Charges X 12 months) **within 30 days from the date of issue of work order**, failing which the same will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit.

6.10.2 The security deposit shall be furnished in the form of Fixed Deposit Receipts in favour of 'Airports Authority of India', payable at Bhopal from a Nationalized / Scheduled Bank (But not from co-operative or Gramin Bank). Alternatively, the contractor can submit a Bank Guarantee as per AAI's prescribed format for the entire amount of Security Deposit and in such case the EMD will be refunded. The Bank guarantee shall be submitted within 30 calendar days from the date of issue of Award Letter and it will be valid till 90 days after the end of the expiry of the contract. No interest or any other expense whatsoever on Security Deposit is payable by AAI.

6.10.3 After termination / expiry of the contract, the security deposit held by the AAI will be released to the contractor within a period of three months subject to realization of dues, if any to be made from the contractor.

6.10.4 AAI shall have unqualified option to forfeit the S.D if the contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAI. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the S.D. AAI shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by AAI due to any act / commission or defaults by the Contractor.

#### 6.11 **PERIOD OF CONTRACT**

The contract shall be valid for 24 (Twenty-Four) months and further extendable for another six months on the same rates and terms & conditions, subject to satisfactory performance of the contractor and mutual consent.

The date of commencement of contract shall be intimated later on in the Work Order.

The contract shall not form any base on any ground for any consideration / claim either from the Contractor or his Employees for seeking regular employment/compensation whatsoever in AAI.

#### 6.12 **QUOTING OF RATES IN BOQ (FINANCIAL BID)**

6.12.1 The **Rate** quoted for **Item No. 1 of BOQ** shall be:

**Inclusive of:-**

- i) Current Minimum Wages, as stipulated by the State / Central Govt. whichever is higher.
- ii) Cost of Uniforms with Shoes.
- iii) Profit and Overheads.
- iv) Charges towards making Airport Entry Pass, Police Verification Certificate, BCAS charges if any etc. for the contract period.

**Exclusive of:-**

- i) EPF
- ii) ESI
- iii) Bonus (@8.33% of actual wages.)
- iv) GST

**6.13 REIMBURSEMENT**

6.13.1 EPF, ESI and Bonus (@8.33% of actual wages) amount paid shall be reimbursed by AAI on production of valid documents showing proof of payment to Paramedic staff.

6.13.2 Minimum wages shall be paid to the Paramedic staff by the contractor as stipulated by State / Central Govt., whichever is higher based on prevailing minimum wages during the relevant period of contract.

6.13.3 On revision of minimum wages by the Office of Regional Labour Commissioner State / Central, the difference in minimum wages based on the actual payment made to workmen plus difference of mandatory contribution by contractor towards EPF / ESI due to increase in minimum wages will be reimbursed to the contractor.

The contractor has to submit the proof for payment of wages to the labour for reimbursement of difference of wages, EPF, ESI, and Bonus. However, no additional amount such as contractor's premium/profit will be paid on this reimbursement. Any increase as mentioned above will not be payable if such increase has become operative after completion of the work.

6.13.4 Overtime/extra duty allowance shall be in-line with statutory guidelines

**6.14 BID EVALUATION**

The evaluation criteria / comparison of rates for identifying the successful bidder shall be based on the lowest rates (i.e. Basic Rate including GST but excluding EPF, ESI & Bonus contribution) quoted in the BOQ-Financial Bid.

**6.15 GOODS & SERVICES TAX (GST)**

6.15.1 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.

6.15.2 The copy of GST Certificate should be submitted before submission of first invoice or monthly bill. The GSTIN of AAI and the Bidder must be mentioned on each invoice / hire bill.

6.15.3 No claim on account of penalties, interest etc. if any levied by statutory authorities on account of non-compliance of provision of GST shall be entertained.

6.15.4 During currency of the contract, any change in the GST rate, as notified by the Govt. of India from time to time or any provision relating to levy of Tax resulting in increase in burden of Tax on the contractor, the contractor shall be entitled to receive any compensation for such increase in quantum of Tax payable by the contractor. Similarly recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of Tax.

#### **6.16 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.

#### **6.17 ACCIDENT / DAMAGES / CLAIMS**

6.17.1 AAI shall not be responsible for any injury, accident, mis-happening of any kind to the Paramedic staff while performing their duties. It shall be responsibility of the contractor to meet all such expenses, as per provisions of law. The contractor shall indemnify AAI against any such claim / compensation.

6.17.2 The contractor shall be responsible for the acts and / or accidents committed by the person employed by him either inside or outside operational area of Airport.

6.17.3 In the event of any dispute, the decision of AAI shall be final and binding on the contractor.

#### **6.18 WORKMAN'S INSURANCE**

6.18.1 AAI will not be responsible for any injury sustained by contractor's workers during the performance of their duties and also any damages or compensation due to any dispute between him/her and his/her workers.

16.18.2 Without prejudice to the contractors liabilities and indemnity clause and associated clauses of the SCC, the contractor shall at his own cost and initiative at all times up to the successful completion of the contract to take out and maintain insurance cover from Nationalized / IRDA approved Insurance Company under the workman's compensation Act and any other industrial legislation from time to time applicable in the State of Maharashtra 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 SCC.

#### **6.19 PAYMENT**

6.19.1 No advance payment shall be paid to the contractor. However, the Contractor shall submit his / her monthly hire bills in approved GST Format in duplicate along with following documents:

- 1) Duly signed salary disbursement sheet of previous month.
- 2) Proof of deposition of ESIC (Employees State Insurance Contribution) for the previous month.
- 3) Attendance sheet of the month for which payment is demanded.
- 4) Salary details paid to employees in their bank account.
- 5) Proof of deposit of EPF (Employee Provident Fund) for the previous month.

6.19.2 AAI shall make payment within 20 days from the date of receipt of bills in order by electronic payment – R.T.G.S.

6.19.3 In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.

#### **6.20 CONTRACTORS OBLIGATIONS & LIABILITIES:**

6.20.1 The contractor shall on award of the contract, furnish the list containing names and addresses of his Paramedic Staff along with Police Verification Report of each Paramedic Staff, so as to enable the AAI to check the character and antecedents and to provide temporary permits to conduct the BA tests within the restricted area(s). The contractor shall get AAI's approval for the Paramedic Staff engaged.

6.20.2 The contractor has to arrange / co-ordinate for issuing necessary Airport Entry Pass (AEP) for his Paramedic Staff as per prevailing BCAS / AAI rules. The necessary fee required for issuance of AEP as per prevailing BCAS / AAI rules has to be borne by the contractor.

6.20.3 The contractor shall at his own cost maintain sufficient number of Paramedic Staff holding valid B.Sc. (Nursing) degree and other requirements for smooth operation.

6.20.4 It shall be the sole liability of the contractor to obtain and to abide by all necessary licenses/permission from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (Regulation & Abolition) Act 1970 in respect of Contract of AAI.

6.20.5 The Contractor shall submit a list of his Paramedic Staff 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 EPF & ESI Account No. of the

workers deployed by the contractor for this contract shall also be submitted within one month from the date of award of the contract.

6.20.6 The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970 the Inter-State Migrant workmen (Regulation of employment & conditions of Service) Act, 1979, the Minimum Wages Act, 1948, the Child Labour (Prohibition and Regulation) Act 1986, the Payment of Wages Act, 1936 the Workmen's Compensation Act, 1923, Employees Liability Act 1938 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time.

6.20.7 The contractor has to produce the photocopy (self-attested) of the Challan of the EPF & ESI paid to the concerned Regulatory Bodies, Statement of minimum wages paid through cheque or e-payment details thereof, for each month to their Paramedic Staff at the time of submission of bills. No payment shall be made to the firm without submission of these documents for verification.

6.20.8 The contractor shall be solely responsible for the payment of Wages, OT, Bonus, N/H and Labour Day and other dues to the personnel deployed by him latest by 7<sup>th</sup> of the subsequent month through Bank Account. The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him for the Contract.

6.20.9 The Contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor, by third parties or by central, authority or any political subdivision thereof. The contractor shall comply with the provisions of labour laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension if any.

6.20.10 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.

#### **6.21 DEFAULTS & RECOVERIES**

6.21.1 The contractor has to deposit PF & ESI as mentioned in above Paras to their Operators regularly, failing which recovery / withheld @ 26% & 6% against PF & ESI respectively from their R/A Bills shall be made.

6.21.2 The contractor is required to pay bonus @ 8.33% of actual wages per year per person (at least) to the Operators by 11th month of the contract, failing which recovery/withheld @ 9 % against bonus shall be made from their R/A Bill.

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

**(a) Dispute Resolution Committee:** If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the 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/Competent Authority, AAI, Raja Bhoj Airport, Bhopal- 462036 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.

**(b) 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 contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims. It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid

equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

**(c) Laws governing the Contract:** The Indian Laws shall govern this contract for the time being in force.

### **6.23 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.

### **6.24 TERMINATION OF CONTRACT**

6.24.1 If the AAI considers that the quality or efficiency of the work performed by the contractor is unsatisfactory or not upto the excepted standard, the AAI shall notify 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 contractor fails to comply with the requisitions contained in the said written notice issued by the AAI.

6.24.2 AAI may also give written 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 hirer.

6.24.3 The contract can be terminated by issuing 30 days' notice in writing at any time by either of 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.

6.24.4 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 whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipments, materials or facilities or for any loss in the profit or anticipated profit of the contractor.

6.24.5 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 whatsoever.

6.24.6 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.

#### **6.25 SUBLETTING OF CONTRACT**

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

#### **6.26 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 exclusive jurisdiction of the Bhopal Court only.

#### **6.27 CONTRACT AGREEMENT**

6.27.1 All Terms & Conditions of the tender, as mentioned in Section-I to VI and Work order placed on successful bidder or any other relevant letter, shall form the part of the agreement to be made with the AAI.

**6.27.2 The contract agreement shall be executed on a non-judicial 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**

**AGREEMENT FOR “Job Contract to Conduct Breathe Analyzer Test for aviation personnel” at Raja Bhoj Airport, Bhopal.. –462036**

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

NOW WHEREAS the Authority is desirous of award of work for **“Job Contract to Conduct Breathe Analyzer Test for aviation personnel” at Raja Bhoj Airport, Bhopal.** AND WHEREAS Contractor and the Authority hereby mutually agree to the following terms and conditions of this agreement.

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

1. The Contractor hereby agrees to render to the Authority, the said services as specified in the Form of Tender, Agreement and its Annexure.
2. This agreement shall be deemed to commence from \_\_\_\_\_ and shall continue to be in force until \_\_\_\_\_ or earlier as determined by the Authority by giving to the Contractor one calendar Month’s written notice of its intention to terminate the same without assigning any reasons.
3. In consideration of the contractor performing the said services, the Authority shall pay the contractor the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per month within 15 official working days on submission of the Tax invoice in approved GST format by the contractor. The Invoice should include the details of each payment and affirm to Labour Laws.
4. The Authority shall allow the Contractor, his agents, representatives or employees to enter into the said premises for the purpose of rendering the said services for the

authority. The Contractor hereby agrees and undertakes to make good any loss or damage caused to the premises and property by his agents, representatives or employees while rendering the said services.

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

9. The contractor agrees to undertake the additional jobs other than those specified in the said schedule on the Authority paying such additional charges as may be mutually agreed to between the parties.
10. The contractor agrees to insure the persons deployed against any damage to persons or property due to the commission or omission of any act by the contractor or any person deployed by him.
11. The contractor undertakes to carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards the nature of service or as regards the personnel doing the same, the Authority shall intimate to the Contractor who shall attend to the complaints promptly.
12. The Authority shall give all reasonable facilities to the contractor, his agents, representatives and employees to carry out their obligations to the Authority.
13. The Contractor or his authorized representatives shall report the time of commencement and ceasing of the work to the authorized person(s) named by the Authority wherever applicable.
14. The agents, representatives and employees of the contractor will abide by the Rules & Regulations of the Authority while performing their jobs in the said premises.
15. The contractor shall employ only such servants who shall have good character and be well behaved and skillful in their work. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen of signature or thumb impression of all servants who he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person who it may consider desirable. The servants employed by him shall be under general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in respect of the use of toilet and wash rooms. He shall also have the character and antecedents of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.
16. The contractor agrees to obtain at his own cost necessary license etc. from the O/o. the Regional Labour Commissioner (C) Bhopal as required under contract labour (R&A) Act 1970 and produce the same before commencement of the work. The contractor shall also obtain such license etc. at his cost under the various laws from time to time for performing the necessary job and AAI does not take any liabilities whatsoever on this account. In case of non renewal of any statutory licenses the contractor shall be solely responsible for the consequences and it shall further lead to automatic termination of this arrangement.

17. The contractor shall pay no less than minimum wages to its employees as increased by the central govt. from time to time. **Payment of wages to the contractor's employees shall be made in their respective bank account and the same will be monitored by authorized representative of AAI before 7<sup>th</sup> of every month.**
18. a) The contractor's employee shall have no right whatsoever to claim any employment in AAI & the benefits arising there from & they shall be the contractor's employees for all purposes at all the time. Before deploying any personnel the contractor shall submit an Undertaking from his personnel so deployed that they will not seek employment in AAI.  
b) The employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arouses then Contractor shall be liable to borne for the expenses and result of such litigation.
19. The contractor has to produce PF & ESIC certificate every month along with bill to the effect that PF & ESIC has been deposited with appropriate authority in respect of personnel engaged by him.
20. The contractor has gone through the general conditions of contract and the same are accepted by him for the execution of the contract awarded to him.
21. The Contractor agrees to provide uniform, shoes, torch, umbrella & high visibility jackets to the staff to be employed by him as per the pattern and design approved by the Airports Authority of India.
22. The decision of the Authority with regard to any dispute arising out of this contract shall be final.
23. This contract or benefits and obligations arising out of this contract shall be strictly personal to the contractor and shall not on any account be assignable or transferable except with the consent in writing of the Airports Authority of India.
24. The contractor his agents and employees would be responsible to carry out the work described and identified in Annexure - A to this agreement.
25. The contractor shall comply with the provision of the Central Government rules & Regulations under minimum wage act 1948, Payment of Bonus Act 1965, Contract labour (Regulation & Abolitions) Act 1970, Workmen's compensation Act 1923, Industrial dispute Act 1947, Employees state insurance Act 1948, all other applicable Labour and Industrial Laws, Service tax or any modification thereof or any other laws relating there to and rules made here under from time to time.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HAND THIS THE  
\_\_\_\_\_ DATE \_\_\_\_\_ SIGNED AND  
DELIVERED BY THE \_\_\_\_\_

IN THE PRESENCE OF 1. \_\_\_\_\_  
2. \_\_\_\_\_

SIGNED AND DELIVERED BY \_\_\_\_\_

IN THE PRESENCE OF 1. \_\_\_\_\_  
2. \_\_\_\_\_

**UNDERTAKING-CUM-DECLARATION**

**UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF TENDER, NON-PAYMENT OF BRIBE, NON-PARTICIPATION OF NEAR RELATIVES AND NON-BLACKLISTING / DEBARRING OF FIRM**

To,  
Airport Director  
AIRPORTS AUTHORITY OF INDIA  
Raja Bhoj Airport,  
Bhopal – 462036

**Name of work: Job Contract to Conduct Breathe Analyzer Test for aviation personnel at Raja Bhoj Airport, Bhopal.**

**Tender No.: 2020\_AAI\_60959\_1**

1. I / we hereby certify that I / we have read the entire terms and conditions of the tender 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 tender conditions of AAI's tender document in its entirety for the above works.

It is clarified that after unconditionally accepting all the tender conditions in its entirety, it is not permissible to put any remarks / conditions (except unconditional rebates on quoted rates if any) in the tender enclosed in Envelope-I, II, III and the same has been followed in the present case. In case any provisions of this tender are found violated after opening Envelope-I, II & III. I / We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said Earnest Money Deposit (EMD) absolutely.

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 tender/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 CBI / CVC / 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.

**Date:**

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

**ANNEXURE – B**

**(To be submitted along with Pre Qualifying Cum Technical Bid in Envelope-II on his Letter Head)**

**UNDERTAKING BY THE BIDDER**

I/We \_\_\_\_\_ (Name of company/Firm) hereby undertakes that:-

1. Our firm is registered under GST and compliant of GST provision.
2. In case of Non-compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
3. That all input credits have been passed on to AAI by the bidder.

**Date:**

**Place:**

**Authorized Signatory of firm with seal**

**UNDERTAKING**  
**(On Company's Letter head)**

I/We ..... Proprietor/Partner ..... of M/s.  
..... full Address ..... solemnly declare that No case  
is lodged in Police OR Court against me/us.

I/We stated that if any information/Documents found false or what so ever at any stage or after  
the contract, then the contract may be terminated immediately and legal action may be  
initiated against me/us.

Signature with seal \_\_\_\_\_

& Full address of the firm \_\_\_\_\_

Dated \_\_\_\_\_

**ANNEXURE-D**  
**(To be submitted in COVER-II /Technical Bid)**

**DECLARATION ON NON-PARTICIPATION OF NEAR RELATIVES IN THE TENDER**

I/We do hereby declare and state 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/area Director/ Partner of my/Our firm/ Company/ Partnership) Proprietor.

I/ We do further hereby declare and state that if found that the information given by me is false / incorrect, AAI shall have the absolute right to take any action as deemed fit without any prior intimation tome/us.

Signature of Tenderer

Name of the firm/agency:

Full Address (in capitals)

Seal:

Date:

**(Checklist for the documents to be submitted in Envelope-I & II).**

**Name of Work: - “Job Contract to Conduct Breathe Analyzer Test for aviation personnel” at Raja Bhoj Airport, Bhopal.**

<b>S.No.</b>	<b>Name of the Documents</b>	<b>Envelope</b>	<b>Whether uploaded</b>
01.	Scanned copy of the self-attested proof of transaction/UTR No. against Tender Fees of <b>Rs. 590/-</b>	I	YES/NO
02.	Scanned copy of the self-attested proof of transaction/UTR No. against EMD of <b>Rs. 25,755/-</b>	I	YES/NO
03.	Scanned copy of duly signed and stamped Unconditional Acceptance of AAI’s Tender Conditions (ANNEXURE - A)	I	YES/NO
04.	Details of Registration of Firm/Contractor	II	YES/NO
05.	Scanned copy of GST Registration Certificate	II	YES/NO
06.	Scanned copy of <b>PAN</b> (Permanent Account Number)	II	YES/NO
07.	Scanned copy of Employees Provident Fund Organization (E.P.F.O) Registration.	II	YES/NO
08.	Scanned copy of Employees State Insurance Corporation (ESIC) Registration.	II	YES/NO
09.	Scanned copy of Work Order with its satisfactory Completion Certificate.	II	YES/NO
10.	Scanned copy of Balance Sheets along with Profit & Loss Accounts Statement	II	YES/NO
11.	Any other documents required to fulfil the eligibility criteria as per tender conditions.	II	YES/NO
12.	GST Undertaking (ANNEXURE - B)	II	YES/NO
13.	Undertaking for Criminal cases (ANNEXURE - C)	II	YES/NO
14.	Declaration of Non-Participation of near relatives. (ANNEXURE - D)	II	YES/NO
15.	Digitally Signed AAI’s Tender document.	II	YES/NO