

Tender Document

Name of work: Extension of runway along with strengthening of existing runway, apron and provision of RESA and associated works for Code-E type aircraft at Tirupati Airport.

S.H: Job contract for providing Technical & Secretarial service- 6.

TENDER ID: 2022_AAI_112206_1



BID MANAGER: Sr. Manager (Engg-Civil)
TEL NO.: 9970876500
E-MAIL: showjendra@aai.aero

**AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT,
RENIGUNTA-517520**

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TENDER SCHEDULE

Name of Work	Extension of runway along with strengthening of existing runway, apron and provision of RESA and associated works for Code-E type aircraft at Tirupati Airport.
SH	Job contract for providing Technical & Secretarial service- 6.
Tender ID.	2022_AAI_112206_1
Estimated cost	₹. 11,34,300/- (Excluding GST)
Publishing Date	07.04.2022 at 1800 Hrs
Bid Document Download / Sale Start Date	07.04.2022 at 1800 Hrs
Clarification Start Date	07.04.2022 at 1800 Hrs
Clarification End Date	26.04.2022 at 1800 Hrs
Bid Submission Start date	07.04.2022 at 1800 Hrs
Bid Submission End date	30.04.2022 at 1800 Hrs
Bid Opening Date (Envelope-I)	02.05.2022 at 1100 Hrs
Bid Opening Date (Envelope-II)	04.05.2022 at 1100 Hrs
Tender Processing Fee (Non-Refundable)	₹. 1180/- (i/c GST) Non-Refundable through online mode of CPP portal
Earnest Money Deposit (EMD)	₹. 22,686/- through online mode of CPP portal

Note:-

1. AAI may at its discretion extend / change the schedule of any activity by intimating the bidders through a notification on the e-tendering portal (<https://etenders.gov.in/eprocure/app>).
2. Corrigendum if any will be uploaded only on e-tendering portal.

AIRPORTS AUTHORITY OF INDIA

TIRUPATI AIRPORT

Renigunta - 517520

SECTION : I

NOTICE INVITING e-TENDER (2 BOT- 2 ENVELOPE OPEN TENDER)

Tender ID: 2022_AAI_112206_1

1. Item rate tenders are invited through the e-tendering CPP portal by Sr. Manager (Engg-C), AAI, Tirupati Airport, Renigunta – 517520, Phone No. 0877-2275332 (Bid Manager) on behalf of Chairman, AAI from the eligible Contractors for the work of **“Extension of runway along with strengthening of existing runway, apron and provision of RESA and associated works for Code-E type aircraft at Tirupati Airport. SH: Job contract for providing Technical & Secretarial service- 6.”** at an estimated cost of ₹.11,34,300/- (Excluding GST) with period of completion of **10 (Ten)** Months.
1. The tendering process is online at CPP-portal URL address <https://etenders.gov.in/eprocure/app> or www.aai.aero. Aspiring bidders may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP-portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal <https://etenders.gov.in/eprocure/app> or www.aai.aero. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The tenderer may also take guidance from AAI Help Desk Support through path aai.aero/tender/e-tender/helpdesk/support.

- (i) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below:
Tel: 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787
E-mail: support-eproc@nic.in
- (ii) For any Policy related matter/ clarifications please contact Dept of Expenditure, Ministry of Finance.
E-mail: cppp-doe@nic.in
- (iii) For any Technical issues / clarifications relating to the publishing and submission of AAI tender(s)
 - a. In order to facilitate the vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPP under GePNIC <https://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)
 - b. Before submitting quires, 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”**.

- (iv) In case of any technical issue faced, the escalation matrix is as mentioned below:
- 08:00 hrs to 20:00 hrs (Mon-Sat) - 011-24632950, Ext-3512,
E-Mail: eprochelp@aai.aero
 - 09:30 hrs to 18:00 hrs (Mon-Fri) – 011-24632950, Ext-3523
E-Mail: etendersupport@aai.aero or sanjeevkumar@aai.aero
 - 09:30 hrs to 18:00 hrs (Mon-Fri)- 011-24657900,
E-Mail: gmitqh@aai.aero

Tender processing fee of **₹. 1180/- (i/c GST) Non-refundable** will be required to be paid by way of online through Payment Gateway of State Bank of India, integrated with Central Procurement Portal (CPP Portal) as specified in the Tender Document. Procedure for online collection / refund of EMD and Tender fee from bidders as applicable shall be as per standard operating Procedure (SOP) for Online Payment of EMD and Tender Fee through CPP Portal.

NOTE: Tender Fee/EMD in the form of cash/DD or any other physical form shall not be accepted. Vendors shall also note that they are not required to contact any AAI employee or submit any documentary evidence of submission of Tender fee / EMD and via Bank Transfer in the form of RTGS/NEFT to any AAI employee during the process of Tender. In no scenario the vendors are required to submit / contact any AAI employee for physical submission of any documents before opening of the bids.

2. Following 2 envelopes shall be submitted through online at CPP-portal by the bidder as per the following schedule:

CRITICAL DATA SHEET

Publishing Date	07.04.2022 at 1800 Hrs
Bid Document Download / Sale Start Date	07.04.2022 at 1800 Hrs
Clarification Start Date	07.04.2022 at 1800 Hrs
Clarification End Date	26.04.2022 at 1800 Hrs
Bid Submission Start date	07.04.2022 at 1800 Hrs
Bid Submission End date	30.04.2022 at 1800 Hrs
Bid Opening Date (Envelope-I)	02.05.2022 at 1100 Hrs
Bid Opening Date (Envelope-II)	04.05.2022 at 1100 Hrs
Tender Processing Fee (Non-Refundable)	₹. 1180/- (i/c GST) Non-Refundable through online mode of CPP portal
Earnest Money Deposit (EMD)	₹. 22,686/- through online mode of CPP portal

Envelope-I (Tender Processing Fee, EMD, Technical bid and Pre-Qualification):

- Bid containing following:

A. Tender Processing Fee, EMD:

- i. Scanned copy of details of payments made through online SBI payment gateway in CPP portal against Tender Processing fee.
- ii. Scanned copy of details of payments made through online SBI payment gateway in CPP portal against EMD.

B. Technical Bid containing the flowing: -

- i. Scanned copy of Undertaking Cum Declaration/Unconditional Acceptance of AAI's Tender Conditions as per Annexure-1.
- ii. Scanned copy of Permanent Account Number (PAN).
- iii. Scanned copy of Affidavit of Minimum Wages as per Annexure-2.
- iv. Scanned copy of GST Registration Certificate as per Annexure -3.
- v. Companies other than propriety firm shall submit scanned copy of Authorization Letter / Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LIPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney. Proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.
- vi. Scanned copy of Net-worth Certificate from Chartered Accountant as per Annexure-4.
- vii. Scanned copy of ESI and EPF Registration certificate.
- viii. PQ Performa dully filled.
- ix. Digitally signed AAI Tender Document.

C. Qualifying requirements of contractors / tenderers containing the following:

- i. 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 ₹. **4,53,720.00/-** or two works, each of ₹. **5,67,150.00/-** or one work of ₹. **9,07,440.00/-** in single contract of **similar nature** of work i.e. **"Job Contract works, ESS, MESS, General Civil/Electrical works etc.,"** during last seven years ending on date of E-Bid Submission in India.

"The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7.00% per annum, calculated from the date of completion to the last date of submission of bid". The experience certificates of works completed pre-GST era, Completion amount will be divided by 1.12 (to exclude pre-GST tax of VAT 12%) to make it at par with experience certificates of post GST era but excluding GST.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Tenderers showing work experience certificate from non-government/non- PSU organizations should submit copy of tax deduction

at sources (TDS) certificate(s) along with a certificate issued by registered chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.

- ii. "The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7.00% per annum, calculated from the date of completion to the last date of submission of bid".

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work or Running Work Order copy/Running work Rental Agreement copy. Tenderers showing work experience certificate from non-government/non- PSU organizations should submit copy of tax deduction at sources (TDS) certificate(s) along with a certificate issued by registered chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work.

- iii. Should have annualized average financial turnover of ₹. **3,40,290/-** against works executed during last three years ending **31st March** of the previous financial year. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement with **UDIN** (Unique Document Identification Number of the Instituted of Chartered Accountant of India) of the tenderer should be submitted along with the application. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- iv. The tenderer should have a minimum net worth of ₹. **1,70,145.00/-** issued by the certified Chartered Accountant with **UDIN** (Unique Document Identification Number of the Instituted of Chartered Accountant of India).

Scanned copy of the all the documents of **Envelope-I** mentioned above shall be submitted on the CPP Portal. Tender processing fee and EMD is required to be submitted only online.

EMD of Value ₹. **22,686/-** shall be paid online in CPP Portal

Refund of EMD

The refund of EMD to tenders who fail to qualify in the eligibility /technical criteria shall be initiated within 7 days of their rejection. For all tenders who qualify and their financial bids are opened, the refund of EMD of such tenderers except L-1 shall be processed within 7 days of opening of the financial bid.

Envelope-II: - The Financial e-Bid through CPP portal

All rates shall be quoted 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 tenderers. Tenderers are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells

should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the tenderer, the bid will be rejected.

3. Bid Submission: -

The tenderer shall submit their application only at CPP Portal: <https://etenders.gov.in/eprocure/app>. Tenderer/contractor are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as per Para 2. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

4. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partners(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Tenderer who has downloaded the tender from Central Public Procurement Portal (CPP) website <http://etenders.gov.in/eprocure/app> shall not tamper /modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered /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.

6. Bids Opening Process is as below: -

Envelope- I: (Tender Processing Fee, EMD, Technical bid and pre- qualification):

Envelope I containing document as per Para 2 (A), (B) and (C) (uploaded by the tenders) shall be opened on date & time mentioned in CRITICAL DATA SHEET.

If the bidder has any query related to the Bid document of the work, they should use "Seek clarifications" on CPP portal to seek clarifications. No other means of communication in this regard shall be entertained.

If any clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide it through CPP Portal or email if required. The tenderer shall upload the requisite clarification/documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

The intimation regarding acceptance/rejection of their bids will be intimated to the tenderers through CPP Portal.

Envelope-II: (Financial Bid):

Envelope – II containing financial bid of the tenders found to be meeting the technical criteria and qualifying requirements shall be opened on date & time mentioned in CRITICAL DATA SHEET. (In case the date and time for opening of Envelope II (Financial Bid) is required to be changed, the same shall be intimated through CPP portal)

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.
8. AAI reserve the right to disallow issue of tender document to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debarment/blacklisting by any department of AAI or Central/State Govt. Dept./PSUs/World Bank/ADB etc., 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 tenderer then AAI shall take the following action:
 - a. Forfeit the entire amount of EMD submitted by the tenderer.
 - b. The tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual/legal action.
9. Consortium /JV companies shall not be permitted.
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.

Digitally Signed

**Sr. Manager [Engg-C]
AAI/Tirupati Airport/Renigunta**

SECTION-II
PQ PROFORMA/CHECK LIST
(To be uploaded in Envelope 'I')

Name of Work: Extension of runway along with strengthening of existing runway, apron and provision of RESA and associated works for Code-E type aircraft at Tirupati Airport.

SH: Job contract for providing Technical & Secretarial service- 6.

S.No	Qualifying Criterion	Particulars		Enclosure Check List
(1)	(2)	(3)		(4)
1	Name and Address of the firm/contractor			
2	Envelope-I shall contain copies of following:			
a	Tender fee			Copy enclosed: YES/NO
b	Earnest Money Deposit			Copy enclosed: YES/NO
c	Scanned copy of Signed AAI Unconditional Acceptance of Tender conditions.			Copy enclosed: YES/NO
d	Permanent Account Number (PAN)			Copy enclosed: YES/NO
e	GSTIN Registration			Copy enclosed: YES/NO
f	Scanned copy of Authorization Letter/Power of Attorney if applicable			Copy enclosed: YES/NO
g	Proof of Experience (Completion certificate, work order copy & Bill of quantities) a) 01 work of 80% of estimated cost (OR) b) 02 works of 50% of estimated cost (OR) c) 03 works of 40% of estimated cost	Work	Value	Copy of certificates enclosed: YES/NO
		1		
		2		
		3		

h	Whether experience from Govt. organizations of Private clients?	Govt. Organization / Private client		(Tick whichever is Applicable)
i	If nongovernmental/non PSU experience enclose TDS certificate.			TDS Certificate enclosed: YES/NO
J	TURNOVER: Annualized average financial turnover equivalent to 30% of estimated cost during last three financial years.	Financial year	Rs. In Lakhs	Proof of turnover enclosed (Abridged balance sheet & profit & loss A/c) YES/NO
		2018-19		
		2019-20		
		2020-21		
K	Digitally signed tender document			Copy enclosed: YES/NO
3	Envelope-II			
a	Financial bid through e-portal			
4	Any other information			

I/We hereby declare that

The documents attached to the application for tender are true to the best of my/our knowledge and belief. I/We further undertake that in case any of the documents submitted by me/us, is found to be forged/false at any stage, I/We may be debarred from AAI for taking participation in all future AAI works & any other suitable action may be taken against our company/firm as deemed fit by AAI.

Signature of Director / Proprietor of the company/firm

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of

each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “Online” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document.
- v) 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 colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - (a) Upon the successful and timely submission of bids (i.e., after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 - (b) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005 and 0120-6277787

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: 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

2. For any Policy related matter / Clarifications Please contact Department of Expenditure, Ministry of Finance.

E-Mail: cppp-doe@nic.in

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

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

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

SL NO.	Support Persons	Escalation Matrix	E-mail Address	Contract Numbers	Timings*
1	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2	Sh. Sanjeev Kumar, Sr. Mgr. (IT)	After 4 Hours of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hours	dkumar@aai.aero	011-24632950 Ext.3527	0930-1800 Hrs. (MON-FRI)

4	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
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***The Helpdesk services shall remain closed on all Govt. Gazette Holidays.**

5. The above mentioned help desk number 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.**

SECTION-III **DEFINITIONS**

- 1 "AAI" means the Airports Authority of India.
- 2 "Bidder / Tenderer" means the individual or firm who participates in this tender and submit their bid.
- 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.
- 4 "The Contractor" means any individual or firm or company to whom the contract shall be awarded for supply of vehicle on hire against this tender.
- 5 "Day" means a day starting from 08:30AM to 08:30PM and "Night" means 08:30PM to next day 08:30AM.
- 6 "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.
- 7 "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.
- 8 "The Award Letter / Work Order / Rental Agreement" means the order placed on contractor / firm for providing of vehicle on hire basis.
- 9 "The Contract" means the agreement signed between the AAI and the Contractor as per the terms and conditions contained in the tender.
- 10 "The Contract Price" means the price payable to the Contractor under the Works Order for the full and proper performance of its contractual obligations.
- 11 "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.

SECTION: IV
GENERAL CONDITIONS OF CONTRACT

1. The e-Tenders as per the prescribed Form, are invited in open tender three cover system:

(i)	Cover- I	:	Fee details & Pre-qualification/Technical Bid
(ii)	Cover- II	:	Financial Bid
2. 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.
3. Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate tender applications.
4. 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. 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.
6. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the bidders who resort to canvassing will be liable to rejected.
7. The Tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of Financial Bid.
8. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the EIC or his authorized representative, which shall be communicated to the AAI.
9. **EARNEST MONEY DEPOSIT (E.M.D)**

EMD of the value of ₹. 22,686.00/- shall be paid online in CPP portal.

EMD of bidders who fails to qualify in the Pre-Qualification / Technical Bid shall be refunded immediately. For all bidders, whose financial bids are opened, the refund of EMD (except for L-1 bidder) shall be processed within 7 days of opening of financial bid. No interest or any other expenses, whatsoever, will be payable by AAI on the EMD. On acceptance of the tender, EMD of successful bidder will be treated as part of the security deposit. The EMD will be forfeited under the following conditions: -

- 9.1 If any bidder withdraws his Tender before the validity period of Tender or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then the AAI shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely.
- 9.2 The EMD will be forfeited if the contractor fails to comply with any terms and condition of this tender documents without prejudice to other right of AAI under this contract.
- 9.3 The EMD shall be forfeited if the bidder fails to furnish the security deposit by due date.
- 9.4 Any bidder who does not accept the offer after its award in their favor would result into forfeiture of their EMD and action will be taken to debar from future participation in Tender for a period of 03 (three) years.
- 9.5 If the credential submitted by the firm is found to be incorrect or have some discrepancy which disqualifies the firm, then the EMD submitted by the Firm will be forfeited and the firm will be debarred from tendering for a period of 03 (three) years apart from any other appropriate / legal action.
- 9.6 If agency quotes less than prevailing minimum wages as specified by Ministry of Labour and Employment, Govt. of India, agency has to deposit 3 Months Minimum wages for the SOQ Items for the manpower as specified in SCC-1 in the form of DD within 7 days after the award of work. The same shall be released in the final bill. If agency fails to comply this EMD shall be forfeited and action will be taken to debar from future participation in Tender for a period upto 03 (three) years.

10. **SECURITY DEPOSIT (S.D.)**

- 10.1 The contractor, whose tender is accepted, will be required to furnish a Security Deposit for the due fulfillment of this contract, which will amount to a sum equal to @10% on awarded amount (after adjusting EMD amount) within 30 days from the date of issue of work order. The security deposit shall be furnished in the form of Demand Draft payable at Tirupati and in favor of '**Airports Authority of India**', payable at Tirupati. No interest on or any other expense whatsoever, on security deposit is payable by AAI. The guarantee shall be submitted within 30 calendar days from the issue of Award Letter and will be valid till 90 days after the end of the expiry of the contract. If Agency is not able to provide the SD amount in the form DD as above-mentioned period the same amount will be withhold in 1st RAR Bill (10% of work order value after adjusting EMD amount).
- 10.2 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.

- 10.3 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.
11. 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.
12. 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.
13. 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.
14. Bidder shall submit a responsive bid, failing which his/her tender will be liable to be rejected.
15. All rates shall be quoted in Financial Bid only. (As per Proforma given in the Annexure-B of the tender form). Conditional Financial Bid shall be rejected.
16. 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.
17. The bidder shall duly attest all corrections, cancellation and insertions.
18. The Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.
19. **BID EVALUATION**
- 19.1 The evaluation criteria / comparison of rates for identifying the successful bidder shall be based on the lowest total amount quoted given in (i.e. Basic Rate) in the Schedule of Rates (Annexure-B).
20. All the tenders in which, any of the prescribed conditions are not fulfilled / incomplete in any respect are liable to be rejected.
21. The Contractor 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: By the term 'near relative' means wife, husband and parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunty and cousin and their corresponding in laws.

22. 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-1.
23. No official employed in Administrative duties 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.
24. It will be obligatory on the part of the bidder to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the Head of the Tendering Department, in the O/o The Sr. Manager (Engg-Civil), Airports Authority of India, Tirupati Airport, Renigunta - 517520 or his representative, within 30 days from date of issue of Award Letter.
25. 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.

I / We agree to abide by the General Terms and Conditions contained in the Tender as above.

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

Date:

SECTION: V
AIRPORTS AUTHORITY OF INDIA
TIRUPATI AIRPORT
SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE: -

The scope of work for every month is given below.–

Sl. No.	Type of manpower	No. of persons per Month	No. of months required
1	Highly Skilled Technical Assistants	2	10
2	Skilled Office Assistants	2	10
3	Semi-Skilled Office Attendant	2	10

The scope of work included in this contract includes assisting in supervision of works at site, carrying out quality control test, assisting in office for preparation of estimate, preparation of drawings, assisting Engineers in preparation of bills etc., for the Civil Engineering Wing of Tirupati Airport.

Contractors are advised to study the nature of work before submitting the tender and shall be deemed to have full knowledge of the work and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

1.1. Qualifications required for the Manpower: -

The contractor should depute the persons as per the qualification given below.

- (i) **Highly Skilled manpower** - shall be Engineering Degree or Diploma with 3-year experience in similar works / field and shall be paid as per minimum wages.
- (ii) **Skilled manpower**- Shall be Graduate with 2-year experience in Computer operating similar civil works and shall be paid as per minimum wages.
- (iii) **Semi-Skilled manpower**- Shall be Graduate with 2-year experience in office administration similar civil works and shall be paid as per minimum wages.

- 1.2. The Contractor shall be liable to provide manpower during the entire period of contract i.e. 10 months. In case of absence, leave due to sickness of the deployed personnel then the contractor shall be liable to arrange a substitute personnel failing which, recovery would be made @ double the proportionate rate in the monthly bill. However, in case of non-requirement by AAI on any given day except Sundays, proportionate reduction would be made in calculation of Job done.

- 1.3. The Contractor shall submit a list of his personnel who will be deployed along with their Bank Account No. and any other relevant details as per requirement of this contract. The PF account no & ESI No of the workers deployed by the contractor for this contract shall be submitted within one month from the date of award of the contract.
- 1.4. The Personnel deployed shall report for his/her General duties /Shift duties (normal office hours / Shift hours i/c. lunch Hrs.) for 6 days a week which may vary from time to time at the discretion of AAI.

2.00 GENERAL: -

- 2.1 As the work is to be carried out inside the Airport/site office premises, necessary security/entry pass for workmen and transport shall be arranged by contractor. In this connection, Police verification of the personnel engaged by the contractor for the work is mandatory before issuing the passes. AAI will not pay any extra cost for these formalities.
- 2.2 **ACCIDENTS:** - Any incident, mishap of contractor's staff shall be the contractor's responsibility and to his account. All required safety precautions shall be taken by the contractor and the necessary / mandatory safety gadgets shall be provided to the staff by the contractor
- 2.3 The Contractor shall abide by all statutory rules, Labour Laws and safety regulations for their workers.

- 3.0 **ENTRY PASS:** - The work site lies in restricted area, the contractor shall apply in writing in advance for issue of necessary entry passes of workmen engaged by him, the office/airport premises is an essential service covered under the maintenance of essential service Act and hence disruption of services rendered will be a statutory offence. The necessary police verification etc. as required for entry passes will be the responsibility of the contractor. All expenditure towards arranging security passes shall be borne by the Agency.

- 4.0 **SECURITY:** - The contractor and his employees shall abide by security regulation framed by AAI/BCAS or Police Authorities. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work. The Contractor shall be fully responsible for the satisfactorily working of his staff.

"If Contractor or his authorized representative or his employed workers are found violating any of security regulations, suitable action shall be taken by AAI as per prevailing rules".

All men and vehicles shall be permitted to enter the restricted / office area only on possession of the security passes. The contractor shall apply in writing in advance before commencement of Work for issue of security passes and shall submit a list of personnel concerned with their addresses. The contractor shall ensure that his men are deployed only in those area where the Security passes issued is valid for. Passes shall be deposited back with Engineer-In-Charge on demand and in any case immediately after completion of work. The contractor or the concerned staff/workmen shall observe all the rules promulgated from

time to time by authorities. Any person found violating the security rules laid down by the authority will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account.

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5.0 PRICES: -

- 5.1 The contractor shall quote the rates very carefully in SCHEDULE OF QUANTITIES considering current rates of minimum wages & all statutory requirements. The Contractor shall pay not less than ₹. 19,084/-, ₹. 16,250/- and ₹. 13,494/- (Excluding GST) per person per month for Highly Skilled Technical Assistant, Skilled Office Assistant and Semi-Skilled Office Attendant respectively.

If agency quotes less than prevailing minimum wages as specified by Ministry of Labour and Employment, Govt. of India, agency has to deposit 3 Months Minimum wages for the SOQ Items for the manpower as specified in SCC-1 in the form of DD within 7 days after the award of work. The same shall be released in the final bill. If agency fails to comply this EMD shall be forfeited and action will be taken to debar from future participation in Tender for a period upto 03 (three) years.

Quoted rates by the firm shall include the following cost components:

- a) Total manpower cost per year based on actual wages to be paid as per Labour Act by the firm per day per worker (should not be less than minimum wages rates applicable from time to time).
- b) Total cost for other miscellaneous expenses like over-time payment and other charges if any applicable for this contract.
- c) Profit and overhead charges.
- d) Taxes and duties as applicable (except GST, Bonus, Employer contribution of PF & ESI).

The contractors shall deposit the PF contribution in respect of the person to PF authorities and submit such challan of PF deposits to Engineer-in-charge for verification failing which action will be taken against the contractor and suitable penalty shall be levied. In this regard successful contractor has to submit affidavit declaring that they are fully observing the Minimum wages Act 1948 and contract labour (Regulation and Abolition) Act 1970 with respect to payment of minimum wages and timely deposit to the PF account of the labour.

- 5.2 Contribution towards E.P.F, E.S.I & payment of bonus amount as applicable as minimum wages Act-2015 shall be reimbursed on submission of documentary evidence.
- 5.3 The payment to the workmen's engaged by the contractor is to be paid through NEFT/ RTGS/ Cheque on or before 7th of every month irrespective of Saturday, Sunday and bank holidays failure of which shall attract a **penalty @ 5% of total bill amount of that particular month**, Notwithstanding the above, decision of EIC shall be final and binding in this regard.

If any violation with respect to payment of wages for any two months in a contract period, necessary action for cancellation of contract, debarring of the agency from

participating in future contracts in AAI shall be initiated. The agency will not be allowed to participate in any of the tendering process in AAI till finalization of the decision. Notwithstanding the above, decision of EIC shall be final and binding in this regard.

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6. PF & ESIC Contribution:-

- (i) The contractor shall register himself with Labour Licensing Authority and obtain Labour License Number in this regard.
- (ii) The contractor shall have to register with PF & ESIC (where ever applicable) for workmen engaged for the work & challans / deposit receipts of PF & ESI contribution shall be submitted in AAI office for verification/ reimbursement, at the time of submission of bill.
- (iii) The PF dues (including EDLI and administrative charges) in respect of workers engaged by the contractor for AAI works to be deposited by the contractor every month by a challan and the documentary evidence in support of such payments along-with employee wise details of the PF contribution (both Employee's share and the employer's contribution) needs to be submitted to the Engineer in charge for the work/ contract.
- (iv) ESI (where ever applicable) & EPF amount (contractor's contribution & administrative charges) paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
- (v) If ESI not applicable, the agency shall provide Rs. 2.0 lacs Mediclame policy to each person engaged at the site.
- (vi) The contractor has to deposit PF&ESI as applicable, failing which recovery / withheld @ 26 % and 6 % against PF and ESI respectively from their R.A bills shall be made per one instance only.

7. PAYMENT:-

- i. On submission of monthly bills (in triplicate), duly signed /verified and completed in all the manners, the AAI will process and release the payment within a period of 10 days from the date of receipt. The payment will be made to the Contractor after deduction of any dues, penalties, taxes, duties, levies and other obligations which would be liable to be deducted from the Contractor under the provisions of the Contract. 1% labour welfare cess shall be deducted.
- ii. Delay on account of incomplete / late submission / Non-verification of bills by user etc. will be the responsibility of the Contractor.
- iii. Bills should be written properly and in easy-to-understand format/language. Bills with any kind of over writings cause unnecessary delay in processing. Delay on such accounts shall be the responsibility of contractor only
- iv. The following documents as applicable shall be produced and self -attested photo copy shall be submitted by the contractor during each running bills:-
 - a. Proof of Payments made through RTGS/NEFT to the workmen engaged.
 - b. Monthly Challans of E.P.F. and E.S.I. deposits upto previous month.
 - c. Wages register signed by workers of each month.
 - d. Bonus details received and signed by workers.
 - e. Log books & attendance register.

- f. Original GST Invoice by agency with HSN/SAC code for AAI to claim input tax credit (ITC) in duplicate

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8. **DEFECT LIABILITY PERIOD: -**

Defect liability period shall be 03 (Three) Months from the certified date of completion.

9. **PERIOD OF CONTRACT: -**

The period of contract will be for 10 Months. The AAI reserves the right to extend or reduce the quantity of hiring manpower. The contractor will be liable to provide upto 30% additional Manpower/ Time Extension on the agreed contract rate. The rate beyond 30% of additionally hired manpower will be decided after mutually agreed negotiated rate.

10. **SECURITY DEPOSIT: -**

10% of the Gross values of work done shall be deducted from the running bills /final bill and the same shall be refunded only after the expiry of the defects liability period as mentioned above.

11. **PENALTY:-**

In case the non-performance of any manpower and the agency does not replace his Man Power to the entire satisfaction of AAI, AAI will be well within its right to arrange for such Manpower from an alternative source at the risk and cost of the contractor. If AAI refused to accept the presence of such Manpower who are non-performer.

Besides imposing a penalty of Rs. 1000/- per day per person with pro-rata deductions, the amount incurred over and above the admissible pro-rata amount and incurred on such arrangements shall be recovered from the monthly bills, Security Deposit OR any other due to the Contractor.

12. **CONTRACTORS OBLIGATIONS & LIABILITIES:**

- 12.1 The Contractor shall comply with all the provision of the Minimum wages Act'1948, and Contract Labour (Regulation and Abolition) Act'1970 amended from time to time and rules framed there under and other labour law as affecting contract labour that may be brought into force from time to time. The contractor shall comply with all the provisions of the Employee Provident Fund & Misc. Provisions Act'1952 and ESI Act, 1948 amended from time to time and rules framed there under. Some of the provisions are given below:

- a) The contractor shall intimate his PF Account code no. allotted by Regional PF commissioner and ESI Registration No. allotted by ESI corporation, from award of work shall continue to have valid PF Account code No. and ESI Registration No. till actual completion of the contract.
- b) The contractor shall provide a list of Manpower engaged for contract work along with their PF Account No & ESI Registration No.
- c) The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to

RPFC and ESI contributions to ESI corporation in respect of drivers engaged in contract work.

- d) The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract Manpower engaged for contract work on month to month basis.

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13. 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.

14. **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 Regional Executive Director, AAI, Southern Region, Chennai. 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.

15. **Adjudication through Arbitration:-**

Except where the decision has become final, binding and conclusive in terms of DRC, 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 dispute 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 hereunder 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.

16. 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.

17. TERMINATION OF CONTRACT: -

- 17.1 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 contractor in writing and specify in detail the cause of such dissatisfaction. The AAI shall have the option to terminate the contract by giving 14 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 and the decision of the EIC shall be final and binding on the Contractor. 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 hirer.

- 17.2 The contract can be terminated by issuing 60 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.

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- 17.3 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 equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- 17.4 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.
- 17.5 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.
18. **SUBLETTING OF CONTRACT:-** The work shall not be sublet / assigned directly or indirectly to any other agencies without prior written consent of the competent authority of the AAI.
19. **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 Tirupati Court only.
20. **CONTRACT AGREEMENT: -**
- 20.1 The NIT, General Information and Guidelines, Instructions for online bid submission, help desk services, Special Condition of contract (S.C.C), Unconditional Acceptance of AAI's tender conditions and all Annexures as specified above 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.
- 20.2 The contract agreement shall be executed on a non-judicial Stamp Paper of value Rs.100/- as per AAI format within 10 days from the date of award of work and cost of the same shall be borne by the Contractor.
- 20.3 It is contractor's responsibility to recruit suitable persons for carrying out the work entrusted to you under this contract and they shall be your workmen and the company has no responsibility whatsoever in regard to the workmen so employed by you for executing the afore said contract.

- 20.4 The contractor shall execute contract agreement with the employee engaged for this work on a non-judicial Stamp Paper of value Rs.100/- as per AAI format (Proforma -3) within 10 days from the date of award of work and cost of the same shall be borne by the Contractor.
21. It shall be contractor's responsibility to obtain the license under the Contractor Labour (Regulation & Abolition) Act, 1970 after getting the certificate from the company and the license shall be kept valid by renewing it from time to time as required by the said Act.

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22. Contractor shall, in particular, comply with all the conditions stipulated by the licensing authority in the license granted to you, under Section 12 read with Rule 25 of the Contract Labour Act and the Contract Labour Rules, and in particular it shall be your responsibility to ensure.
- a) That the work men employed by for executing the above job contract are paid at not less than the minimum wages fixed by the Government or by any Agreement or Settlement or by the Commissioner of Labour, as the case may be.
 - b) Similarly, contractor shall ensure that the working hours and other services conditions are the same as stipulated in the license.
 - c) It shall be contractor's responsibility to provide all the amenities/ facilities required to be provided to workmen under the Contract Labour Act. And in particular provision of canteen services to workmen, restroom, drinking water facility, latrines and urinals and first aid facility.
 - d) Contractor shall ensure that the disbursement of wages through bank credit ECS is done in the presence of our representative who will oversee the payment, as required by law and authenticate the entries made in the wages register in token of his having witnessed the actual disbursement of wages.
 - e) The workmen employed by contractor on our premises for executing the above job contract shall be under your disciplinary jurisdiction. They shall, however, be subject to the overall discipline of the company.
 - f) If any of contractor's workmen employed on our premises commit any misconduct it shall be contractor's responsibility to take disciplinary action against them in accordance with law.
 - g) Contractor shall fully comply with the provision of the following Labour enactments as may be applicable to you
 - h) Factory Act, 1948
 - i) Payment of Wages Act, 1936
 - j) Workmen's Compensation Act, 1923
 - k) Employees State Insurance Act, 1948
 - l) Employees Provident Fund Act, 1952
 - m) Payment of Bonus Act, 1965
 - n) Any other labour enactment that may be applicable to you or to your workmen for execution of the labour contract.


TABLE, ANNEXURE AND FORMS
ANNEXURE-1

(TO BE SUBMITTED IN COVER-I)

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**

Name of Work: Extension of runway along with strengthening of existing runway, apron and provision of RESA and associated works for Code-E type aircraft at Tirupati Airport.

SH: Job contract for providing Technical & Secretarial service- 6..

Tender ID.: _____

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 Cover- "I" & "II" and the same has been followed in the present case. In case any provisions of this tender are found violated after opening Cover- "I" & "II". 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)

TAF-1

TABLE, ANNEXURE AND FORMS



ANNEXURE-2

AFFIDAVIT ON MINIMUM WAGES TO BE SUBMITTED

I..... (Name), aged years, S/o
..... (Name), Proprietor / Managing Partner / Managing Director of
..... (Name of the Agency) do hereby solemnly affirm and state
as follows:

I am competent to swear this affidavit on behalf of (Name
of Agency). I state that, in the event of work awarded to our agency, the wages to be paid to
the workers engaged shall not be less than the minimum wages determined by appropriate
Govt. authority from time to time. Dated this, the day of
..... month year.

DEPONENT.

Note : This affidavit is to be attested by Notary Public on non-judicial stamp paper of ₹.100/-
has to be borne by contractor / firm.

**ANNEXURE-3****UNDERTAKING REGARDING GST**

We hereby declare that the we are registered under GST and comply with all provisions of GST Act.

We also undertake that in case of any non-compliance of GST provisions and blockage of any input credit, we are responsible for the same and indemnify AAI in this regard.

Out GST details are furnished below:

1.	GST Registration No.	:	
2.	PAN	:	
3.	Legal Name	:	
4.	Trade Name	:	

Authorized Signature

Company Seal:

TABLE, ANNEXURE AND FORMS**ANNEXURE-4****CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT**

"It is to certify that as per the Audited balance sheet and Profit & Loss account during the financial year , the net worth of M/s. (Name & Registered Address of Individual/Firm/Company), as on. (the relevant date) is Rs. after consolidating all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last Three Years ending on (the relevant date)."

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI / UDIN

.....

Date and Seal

TABLE, ANNEXURE AND FORMS

**ANNEXURE –5**

A G R E E M E N T
CONTRACT AGREEMENT NO.

.....

This agreement is made and executed at -----(Respective Airport) on this day of between Airports Authority of India as a statutory corporation incorporated under Airports Authority of India Act, 1995 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi- 110003. Through its(Engineer –In- Charge of -----(Respective Airport) (hereinafter referred to as “OWNER” or “AAI” which expression shall include its Administrators, Successors, Executors and Assigns) of the one part and M/s. referred to as “CONTRACTOR” which expression shall include its Administrators, Successors, Executors and permitted assigns of the other part.

Whereas, Airports Authority of India is desirous of getting the work of..... (Hereinafter called the “WORK”) done and had invited tenders for this work as per tender documents sold for this purpose. And Whereas, M/s has participated in the above referred bidding vide their tender dated and AAI has accepted their aforesaid proposal and awarded the work to as per terms and conditions contained in its award Letter Number and documents referred to therein which have been accepted by resulting into a “CONTRACT”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

ARTICLE 1.0 AWARD OF CONTRACT

Airports Authority of India has awarded the contract to for the work of with the terms and conditions contained in its award letter and the documents referred to therein. The award has taken with effect from i.e. the date of issue of aforesaid letter. The terms and expression used in this Agreement shall have the same meaning as are assigned to them in the “CONTRACT DOCUMENTS” referred to in the succeeding article.

ARTICLE 2.0 CONTRACT DOCUMENTS

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “CONTRACT DOCUMENTS”)

S.No.	NAME OF DOCUMENTS	PAGE No
1.		
2.		
3.		

TAF-5



TABLE, ANNEXURE AND FORMS

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the tender document and what has been specifically agreed by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant to or any deviation taken by the Contractor in its 'Proposal' not agreed to by the owner in its letter of award or any other letter which to have been withdrawn by the contractor, for the sake of brevity, this agreement along with its aforesaid contract document shall be referred to as the "AGREEMENT".

ARTICLE 3.0 CONDITION OF CONVENANTS

- 3.1 The scope of contract, consideration, terms of payment, period of completion, defects liability period, price adjustment, taxes whichever applicable, insurance, liquidated damages and all other terms and conditions are contained in the aforesaid contract documents. The contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.
- 3.2 The Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

ARTICLE 4.0

4.1 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the difference or disputes arising out of the Agreement of touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in Clause 3.31 of the Tender and the provision of the Indian Arbitration Act, 1996 shall apply and Delhi Court alone shall have exclusive jurisdiction over the same.

4.2 NOTICE OF DEFAULT

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have duly and properly served upon the parties here to if delivered against acknowledgement due addressed to the signatories at the addresses mentioned here in above.

This contract Agreement is allotted the numberIN WITNESS WHEREOF, the parties through their duly authorized representative have executed these

present (execution whereof has been approved by the Competent Authority of both the parties) at the day, month and year first above mentioned at
SIGNED FOR AND ON BEHALF OF SIGNED FOR AND ON BEHALF OF

CONTRACTOR

AAI

WITNESS:

1.

2.

TAF-6

Item Rate SOQ

Tender Inviting Authority: Sr. Manager (Engg- Civil), AAI, Tirupati Airport-517520.

Name of work: Extension of runway along with strengthening of existing runway, apron and provision of RESA and associated works for Code-E type aircraft at Tirupati Airport.

S/H: Job contract for providing Technical & Secretarial service- 6.

Tender ID : 2022_AAI_112206_1

Name of The Bidder / Bidding Firm/Company:						
Sl. No.	Item Description	Qty	Unit	RATE (inclusive of all taxes, duties, cess, fee, royalty charges etc levied under any statute but exclusive of GST) In Figures To be entered by the Bidder. Rs. P	Total Amount	Total Amount in Words
1	Providing highly skilled Technical Assistant/ Quantity surveyor having(Engineering Degree or Diploma with 3 year experience) in Civil engineering for Assisting field engineers in taking measurements, Taking levels with auto level and doing survey with Total Station instruments, preparation of bills, plotting Auto Cad drawings, Preparation of estimates, other miscellaneous works and supervising of bitumen, concrete and earth works at site and other day to day works as and when required by AAI and as per the direction of Engineer in charge (Providing above for One Month for general/shift duty of 8 Hrs per day will be treated as One No).	20	No's	Rate to be quoted in the format provided on CPP Portal.		
2	Providing highly skilled Technical Assistant/ Quantity surveyor having(Engineering Degree or Diploma with 3 year experience) in Civil engineering for Assisting field engineers in taking measurements, Taking levels with auto level and doing survey with Total Station instruments, preparation of bills, plotting Auto Cad drawings, Preparation of estimates, other miscellaneous works and supervising of bitumen, concrete and earth works at site and other day to day works as and when required by AAI and as per the direction of Engineer in charge (Providing above for One Month for general/shift duty of 8 Hrs per day will be treated as One No).	20	No's	Rate to be quoted in the format provided on CPP Portal.		
3	Providing secretarial services (Office Assistant) like taking dictation & typing, filing, dispatching, assisting to verify tenders, bills, making statements, correspondence letters, estimates, taking photocopy etc. by engaging the appropriate skilled people and delivering the services as and when required by AAI and as per the direction of Engineer-in-charge. (Providing above for One Month for general/shift duty of 8 Hrs per day will be treated as One No).	20	No's	Rate to be quoted in the format provided on CPP Portal.		

Note: If agency quotes less than prevailing minimum wages as specified by Ministry of Labour and Employment, Govt. of India, agency has to deposit 3 Months Minimum wages for the SOQ Items for the manpower as specified in SCC-1 in the form of DD within 7 days after the award of work. The same shall be released in the final bill. If agency fails to comply this EMD shall be forfeited and action will be taken to debar from future participation in Tender for a period upto 03 (three) years.