



AIRPORTS AUTHORITY OF INDIA

**O/o THE JOINT GENERAL MANAGER (TECH.)
REGIONAL E&M WORKSHOP, EASTERN REGION
GOURIPUR, BIRATI, KOLKATA - 700 051
TELE/ FAX. - 033 25118457**

TENDER DOCUMENT

NAME OF WORK

**Annual Rate Contract for Washing & Cleaning of AAI
Departmental Vehicles (at least 16 Nos. vehicles per Day) at
AAI, RHQ-ER, Kolkata**

Tender ID: 2022_AAI_112442_1

INDEX

NAME OF WORK: Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata

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This tender document contains a total of 25 pages (serially numbered from 1 to 25), including the cover page and this page.

----Sd---
Joint General Manager (Tech.)
Airports Authority of India
Regional E & M Workshop, Eastern Region
Gouripur, Birati, Kolkata-700 051

TENDER SCHEDULE

01.	Name of Work	Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata
02.	Tender Ref. No.	AAI/KOL/ER/EM-48/2022
03.	Tender ID	2022_AAI_112442_1
04.	Estimated cost	Rs. 3.97 lakhs excluding GST (For washing & cleaning work of 16 Nos. vehicles per day for 01-year period)
05.	Period of contract	The contract period shall be for One (01) year with provision for extension of another one (01) year on the same rate, terms & conditions, subject to satisfactory performance and with mutual consent.
06.	Starting Date & Time of Sale of Tender through E-Tender portal	11.04.2022 at 1730 HRS
07.	Pre-bid queries, if any, by Bidders to AAI through e-portal – Start Date & Time	11.04.2022 at 1730 HRS
08.	Clarification of pre-bid queries, if any, by AAI to Bidders through e-portal – End Date & Time	25.04.2022 at 1730 HRS
09.	Last Date & Time of Sale of Tender through E-Tender portal	02.05.2022 at 1230 HRS
10.	Start Date & Time for online submission of bids (Envelope-I & II)	12.04.2022 at 1130 HRS
11.	Last Date & Time for online submission of bids (Envelope-I & II)	02.05.2022 at 1530 HRS
12.	Date & Time of opening of Fees/Pre-Qualification & Technical Bid (Envelope-I)	04.05.2022 at 1130 HRS
13.	Date & Time of opening of Financial Bid (Envelope-II)	09.05.2022 at 1130 HRS

NOTE: -Clarification / Corrigendum if any, will be uploaded only on E-Tender portal <https://etenders.gov.in/eprocure/app>

SECTION: I

NOTICE INVITING E-Tender (2 BOT-2 Envelope Open Tender)

NIT No.: AAI/KOL/ER/EM-48/2022

Tender ID: 2022_AAI_112442_1

- 1) E-Tenders are invited by Joint General Manager (Technical), Regional E&M Workshop, Eastern Region, Gouripur, Birati, Kolkata-700051 on behalf of Chairman, AAI, from eligible Travel Agencies/Firms/Contractors, for the work as per the details given below:

Sl. No.	Name of the Work	Estimated cost (in Rs.)
1	Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata	3.97 Lakhs excluding GST

1.1) The tendering process is online at e-portal URL address <https://etenders.gov.in/eprocure/app>. Aspiring bidders may go through the tender document by “Guest User” login.

1.2) 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 (24 x 7 Help Desk Number 0120-4200462, 0120-4001002)

Note- Bidders are requested to kindly mention the URL of the Portal and Tender ID in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4200462, 0120-4001002.; **Mobile:** 91 8826246593; **E-Mail:** support-eproc@nic.in

For any Policy related matter / Clarifications, please contact Dept. of Expenditure, Ministry of Finance. E-Mail: cppp-doe@nic.in

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

1.2.1.1) 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).

1.2.1.2) 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**”.

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

Sl. No.	Support Person	Escalation matrix	E-mail Address	Contact Numbers	Timings*
1	Help Desk Team	Instant Support	e-sap1@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON-SAT)
2	Shri Sanjeev Kumar, Jr. Exec. (IT)	After 4 Hrs.	etendersupport@aai.aero	011-24632950, Ext-3505	0930-1730 Hrs. (MON-FRI)
3	Smt. S. Nita, Sr. Mgr (IT)	After 12 Hrs.	snita@aai.aero	011-24632950, Ext-3523	0930-1730 Hrs. (MON-FRI)
4	Shri Y.K. Kaushik, Jt. General Manager (IT)	After 24 Hrs.	vkkaushik@aai.aero	011-24651507	0930-1730 Hrs. (MON-FRI)
5	General Manager (IT)	After 03 Days	gmitcq@aai.aero	011-24657900	0930-1730 Hrs. (MON-FRI)

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

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 whose details are given below:

Sl. No.	Name of the Bid Manager	Designation	Email id	Phone No.
1	Shri Bijender Kumar	JGM (Tech.)	tech_er@aai.aero	9425010279

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 criterion mentioned below in Technical Bid/ Attachments Section in the portal. Uploading of application in location other than specified above shall not be considered.

1.3) **Tender fee of Rs. 560/- (including 12% GST)** will be required to be paid online only through payment gateway provided at the CPP portal itself.

1.4) **Earnest Money Deposit (EMD):** EMD is not applicable. However, the tender submitted by the bidder shall be accompanied with a Declaration form as “Bid Security Declaration”, accepting that if they withdraw or modify their bids during period of validity etc., the bidder/Agency will be suspended for one year from date of issue of suspension order and shall not be eligible to bid for AAI tenders during this period. Accordingly, Bid Security declaration as per Annexure-III has to be submitted by the bidder in Envelope-I.

2) Following 2 Bids (Envelopes) shall be submitted online at e-portal by the bidder. Last date and time of submission of bids (Envelope I & II) through E-Tender portal is as per Tender Schedule.

**2.1) ENVELOPE-I (FEES/PRE-QUALIFICATION & TECHNICAL BID)
DOCUMENTS TO BE UPLOADED IN PQ&T FOLDER**

2.1.1) Scanned copy of GST Registration certificate

2.1.2) Scanned copy of Permanent Account Number (PAN).

2.1.3) Duly signed & stamped copy of Undertaking-cum-Declaration on Unconditional acceptance of Terms & Conditions of Tender, Non-payment of Bribe, Non-participation of near relatives and Non- Blacklisting / Debarring of Firm as per Annexure-I.

2.1.4) Duly filled, signed & stamped copy of Bid Security Declaration as per Annexure-III

2.1.5) Firm registration certificate. NSIC or MSME registered firm shall also submit NSIC/MSME registration certificate. Firm availing concessions under Startup policy shall submit relevant copy of Startup certificate and shall fulfil all the criteria laid down by Govt. of India for Startup Firm.

2.1.6) Scanned copies of Work Order of having completed work for services such as, Washing/cleaning services, house-keeping and sanitization services, Automobile workshop services, and other services involving manpower management and upkeep of vehicles such as Agencies providing vehicle hiring services, transport services, etc., at any Govt./Sem-govt./reputed Private Agencies, during the last seven years ending 31-03-2022, for any one of the following quanta of completed work(s):

One order - 80% of estimated cost	Not less than 3.18 Lakhs
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Or

Two orders – 50% of estimated cost	Not less than 1.98 Lakhs each order
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Or

Three orders – 40% of estimated cost	Not less than 1.59 Lakhs each order
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The above work order should have been satisfactorily completed (Phase/Part completion of work in a contract shall not be considered). AAI has right to confirm the same through the work awarding organization and may also seek additional documents such as corresponding TDS (Tax Deducted at Source) certificate (s), other documents, etc.

2.1.7) Proof of satisfactory service: Bidder shall submit performance certificate in respect of the experience of works claimed by the bidder against execution of works listed above. Certification of satisfactory completion of similar type of works with complete detail of work carried out shall be submitted. Further, the completion certificates should be issued by the end Customers and should show the **Value of order or contract, scope of order or contract, Order or Contract No., Award date, Order or Contract Completion date.**

2.1.8) Scanned copies of annualized average financial turnover of Rs. 1.19 lakhs (30% of Estimated Cost) during the last three financial years up to March-2021. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the bid. In case details in respect of last Financial year ending March-2021 is not available, then documents containing details of the most recent three (03) Financial Years may be submitted.

It may be noted that MSMEs/Startups as defined by relevant circulars issued time to time by concerned ministry of Govt. of India shall be exempted from Annual Financial Turnover criteria as per Govt. of India policies, only if the category under which they are registered are related to the tendered work.

2.1.9) Digitally signed Tender document in all pages.

2.1.10) Filled, signed & stamped copy of PQ&T Checklist as per Annexure-II

2.2) ENVELOPE - II (FINANCIAL BID)

Online Financial Bid shall be submitted in “BOQ” section of e-tendering CPP Portal. Bidders are required to download the BOQ file, open it and fill the relevant data in the editable (unprotected-coloured) cells only, like their respective financial quotes and other details (such as name of the Bidder). No other (protected-uncoloured) cells should be changed/modified. Once the process of filling the details is completed, the bidder should save it and submit it online, without changing the file name. **If the BOQ file is found to be modified in the protected-uncoloured cells by the bidder, the bid will be rejected and the EMD amount will be forfeited.**

2.3) BIDS OPENING PROCESS

The bids opening process is described below:

2.3.1) **Envelope – I:** Containing Documents for fees/pre-qualification and technical bid uploaded by the tenderers shall be opened as per Tender Schedule. The intimations regarding acceptance / rejection of their bids will be done through the e-tendering portal. Depending on prequalification, any changes in the date of opening shall be intimated through “Notification to the Bidders Section”. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide it through “collaboration folder” in e- tendering portal. The Tenderer shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be rejected out rightly.

2.3.2) **Envelope – II:** - Financial bid (Price bid) of the Contractor/Firms found to be meeting the pre-qualification and technical criteria will only be opened as per Tender Schedule (**Depending on Technical Bid evaluation, any changes in the date shall be intimated through "Notification to Bidder" section**).

2.4) Exemption from paying Tender Fees & EMD: -

The following procedure is to be adopted for the MSEs 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 MSEs for which they are registered: -

- A. MSEs Bidders shall be issued tender documents free of cost and shall be exempted from paying EMD.
 - B. Price preference to MSEs shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
 - C. MSEs Bidders seeking exemption and benefits should upload digitally signed scanned copy of valid Registration Certificate **related to the tendered work**, giving details of such validity, stores / services etc. in Envelope-I, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
 - D. The benefits to MSEs shall be available only for the goods/Services produced and provided by MSEs for which they are registered.
 - E. In case the registration certificate of the MSEs is found invalid during evaluation, the bid of such bidder shall be rejected and action shall be taken as per rules & regulation of AAI. Hence, MSE Bidders are advised to ensure that they are registered as MSE for the category of service related to the tendered work, prior to seeking exemption from payment of Tender fees.
- 2.5) Exemption for “Startup” companies: For all purposes in this tender, below mentioned definitions of “Startups” will be used- Startup means an entity, incorporated or registered in India:
- a) Up to a period of seven years from the date of incorporation/registration or up to ten years in case of Startups in Biotechnology sector.
 - b) As a private limited company or registered as a partnership firm or a limited liability partnership
 - c) With an annual turnover not exceeding Rs. 25crore for any of the financial years since incorporation/registration
 - d) Working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- Provided that an entity formed by splitting up or reconstruction of an existing business shall not be considered a “Startup”.*
- 2.6) AAI reserves the right to accept or reject any or all applications without assigning any reasons thereof. AAI also reserves the right to call off tender process at any stage without assigning any reason.

2.7) Firms which don't submit the Unconditional acceptance letter as per Annexure-I and Bid Security Declaration for EMD as per Annexure-III, will be rejected outright.

2.8) The firm / tenderer who are blacklisted / debarred by the CBI / CVC / BCAS / AAI or any other department of Govt. of India or State Government shall not participate in the tender. A declaration to that effect shall be submitted by the parties as per prescribed form (Annexure-I) in Pre-Qualification & Technical Bid (PQ&T-Bid) Folder.

2.9) AAI reserves the right to disqualify the tender submitted by the 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 credentials submitted by the agency at any stage (before or after 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: The Agency shall be liable for debarment for a minimum period of 01 (One) year and up to 03 (three) years from tendering in AAI, apart from any other appropriate contractual / legal action.

2.10) If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors /Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the authority, then the said entity shall not be allowed to participate in AAI tenders.

----Sd---
Joint General Manager (Tech.)
Airports Authority of India
Regional E & M Workshop, Eastern Region
Gouripur, Birati, Kolkata-700 051

SECTION-II

AIRPORTS AUTHORITY OF INDIA

GUIDELINES TO TENDERERS

1. E-Tenders are invited through e-tendering portal on behalf of Chairman, AAI, from eligible bidders for “**Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata**”. The estimated cost of the work is Rs. 3.97 Lakhs exclusive of GST.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so. Such power of attorney to be uploaded with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.

3. Notification of Award of work will be made in writing to the successful bidder by the Accepting Authority or his representative. The work will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision. A responsive bidder is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents. A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.

4. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.

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

6. The Tenderer shall not be permitted to tender for works in Airports Authority of India in any Department, responsible for award and execution of contracts, in which his near relative is posted in any capacity. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Airports Authority of India. Any breach of this condition by the Contractor would render him liable to be debarred from Tendering for next 01 year. The Contractors, if applicable, shall also give a list of AAI employees related to him.

7. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or administrative duties in any Department of Airports Authority of India/Govt. of India is allowed to work as a Contractor for a period of two years of his retirement from Airports Authority of India/ Government service, without the prior permission of Airports of India/Govt. of India. 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 Airports Authority of India/Govt. of India as aforesaid before submission of the Tender or engagement in the Contractor's service.

8. The Tender for the work shall remain open for acceptance for a period of **180 days** from the date of opening of Technical Bid. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty **to take penal action against the Agency as stipulated in the 'Bid Security Declaration' in Annexure-III.**

9. A tenderer shall submit the tender which satisfies each and every condition laid down in this Notice failing which the Tender will be liable to be rejected. Also, if the credential submitted by the firm is found to be incorrect or has some discrepancy which disqualifies the firm, then the AAI shall take the following action: Debar the firm for a minimum period of 01 (One) year and up to 03 (three) years from tendering in AAI, apart from any other appropriate contractual / legal action.

10. **Arbitration:**

10.1 Except where otherwise provided for in the contract all questions and disputes, claim right, matter or thing whatsoever in any way arising out of or relating to the contract thereof shall be referred to the 'Dispute Resolution Committee' to be appointed by the Competent Authority as per AAI guidelines.

10.2 In case dispute persists, the same shall be referred to an Arbitration. There will be no objection if the arbitrator so appointed is an employee of AAI. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be initial to proceed with the reference from the stage at which it was left by his predecessor.

10.3 Provision of the Arbitration and conciliation Act, 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.

10.4 It is term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

----Sd---
Joint General Manager (Tech.)
Airports Authority of India
Regional E & M Workshop, Eastern Region
Gouripur, Birati, Kolkata-700 051

SECTION –III
DEFINITIONS

1. “AAI” means the Airports Authority of India.
2. “The Bidder / Tenderer” means the individual or firm who participates in this tender and submits its 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 work shall be awarded for “Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata” against this tender.
5. “Day” means a day starting from 0000 hrs. to 2400 hrs.
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-rata calculation, the number of days considered in a month will be 30.
8. “The Award Letter / Work Order” means the order placed on Contractor / firm for “Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata”.
9. “The Contract” means the agreement signed between the AAI and the Contractor as per the terms and conditions contained in the tender.
10. “Non-responsive Bid” means a bid, which is not submitted as per the instructions to the bidders or “Bid Security Declaration” as per Annexure-III, has not been submitted, or the required data has not been provided with the Bid or incomplete bids or intentional errors have been committed in the Bid.
11. For list of Documents to be uploaded in Pre-qualification & Technical Bid and Financial Bid, refer PARA-2 of Section-I.

SECTION: IV
GENERAL TERMS AND CONDITIONS

- 1) The e-Tenders as per the prescribed Form, are invited in open tender two envelope system:
 - i) Envelope- I : Fees/Pre-qualification & Technical Bid (Fees/PQ & T Folder)
 - ii) Envelope- II : Financial Bid (“Items” Section)
- 2) Not more than one Tender shall be submitted by a tenderer. 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 Tenderer 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 tenderer implies that he has read this Notice and all other contract documents and has made himself aware of the scope and specifications of the 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 Tenderers who resort to canvassing will be liable to be rejected.
- 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 Joint General Manager (Technical) or his authorized representative, which shall be communicated to the AAI.
- 8) **EARNEST MONEY DEPOSIT (E.M.D)**

The tenderer shall submit a Declaration form, ‘Bid Security Declaration’, as per Annexure-III in Envelope-I. Penal action as stipulated in the ‘Bid Security Declaration’ will be taken against the Agency in any of the below-mentioned cases:

- 8.1) If any Tenderer withdraws his/her 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.
- 8.2) If the Contractor fails to comply with any terms and condition of this Tender document without prejudice to other rights of AAI under this contract.

8.3) If the Tenderer fails to furnish the Security Deposit by due date.

8.4) If the Tenderer does not accept the offer after its award in their favor.

8.5) If the credential submitted by the firm is found to be incorrect or have some discrepancy which disqualifies the firm. In addition, subsequent legal action for the same may also be undertaken by AAI.

9) SECURITY DEPOSIT (S.D.)

9.1) The Contractor, whose tender is accepted, will be required to furnish a Security Deposit (within 30 days from the date of issue of Work order/Award Letter) which will be calculated @3% of the Contract value excluding GST, for due fulfilment of the contract. The Security Deposit shall be furnished in the form of Demand Draft payable at Kolkata and in favor of “Airports Authority of India” or by submitting bank guarantee in AAI’s format from a Nationalized / Scheduled Bank (But not from co-operative or Gramin Bank). No interest on or any other expense whatsoever, on security deposit is payable by AAI. The Bank 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. In case of non-submission of Security Deposit, the same shall be adjusted against the Invoice submitted by the Agency.

9.2) 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.

9.3) 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, if any, 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.

10) **AMENDMENT OF TENDER DOCUMENTS**: At any time, prior to the date of submission of bids, purchaser may at his own initiative or in response to a clarification requested by a prospective bidder, amend the bid documents by issuing corrigendum. Each corrigendum shall be notified through the CPP portal to all prospective bidders. In order to afford a prospective bidder a reasonable time to take the corrigendum into account in preparing their bids, purchaser, may at his discretion, extend the deadline for submission of bids. No separate press notification for such corrigendum shall be required.

11) **PERIOD OF CONTRACT**: The contract shall be initially for a period of One (01) year with provision for extension of another one (01) year on the same rate, terms & conditions, subject to satisfactory performance and with mutual consent.

12) TENDER CORRIGENDUM

12.1) There may be instances when AAI decide to change some term, to clarify the condition or any technical requirement in tender clause, due to some reason, then a tender corrigendum will be posted on the CPP Portal.

12.2) It shall be the responsibility of bidder to download all corrigendum and attach them with main document after digitally signing the tender and the corresponding corrigendum as a proof of reading. Upload of Ink signed physical tender and corrigendum is not required.

13) 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 the 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.

14) 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.

15) All rates shall be quoted in Financial Bid only.

16) 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 National Rupees (INR) and the bids in currencies other than Indian National Rupees (INR) shall not be accepted.

17) CLARIFICATION ON BIDS / SHORTFALL DOCUMENTS

During the preliminary examination, some minor informality and / or irregularity and/ or non-conformity / shortfall documents / non-submission of documents may be found in some tenders. Such minor issues could be missing pages / attachment or illegibility in a submitted document, non-submission of required number of copies of a document. There have also been cases where the bidder submitted the amendment Bank Guarantee but omitted to submit the main portion of Bid Document. Such “minor” issues may be waived provided the same does not constitute any material deviation and financial impact. Wherever necessary, observations on “minor” issues (as mentioned above) may be conveyed by email or CPP Portal. During evaluation and comparison of bids, AAI may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given via CPP Portal asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-

existed at the time of the tender opening and which have not undergone change since then. These shall be called only on the basis of the recommendations of the Competent Authority. (Example: if the Permanent Account Number, registration with sales GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for so as to qualify the bidder.

18) **BID EVALUATION:** The Financial bids of only technically qualified bidders will be opened. The evaluation criteria / comparison of rates for identifying the Successful (L-1) bidder shall be primarily based on the lowest rates quoted for the ITEM mentioned against Sl. No. 1.01, 'Basic rate per vehicle per wash, in Rs.' of Price Bid/BOQ. In case of the lowest rates quoted for ITEM 'Basic rate per vehicle per wash, in Rs.' being same for more than one Agency, the L-1 Bidder will be decided on basis of the available highest annualized turnover data for the previous three (03) Financial years.

19) The Contractor shall not be permitted to tender for works in AAI, in which his/her 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.

20) **TERMS OF PAYMENT & PAYING AUTHORITY**

100% Payment shall be made by Airports Authority of India on satisfactory completion of service as per requirement on monthly basis. The log book certified by the authorized representative of AAI, should be submitted to JGM (Tech), along with the Bill from the Agency. The payment shall be released from AAI, RHQ-ER, Kolkata.

21) **FORCE MAJEURE CLAUSE**

21.1) AAI may grant an extension of time limit set for the completion of the work in case the timely completion of the work is delayed by force majeure beyond the Bidder's/Tenderer's control, subject to what is stated in the following sub paragraphs and to the procedures detailed there in being followed. Force majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un declared), hostilities, national emergencies, civil commotions and strikes (only those which exceed a duration of ten continuous days) at supplier's

workplace/factory. The Contractor's right to an extension of the time limit for initiation/completion of the work in above mentioned cases is subject to the following procedures:

21.1.1) That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the Contractor informs AAI in writing that the supplier considers himself entitled to an extension of the time limit.

21.1.2) That the Contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

21.1.3) That the Contractor proves that the said conditions have actually been interfered with the carrying out of the contract.

21.1.4) That the Contractor proves that the delay occurred is not due to his own action or lack of action.

21.2) Apart from the extension of the time limit, force majeure does not entitle the Contractor to any relaxation nor to any compensation of damage or loss suffered.

22) **AGREEMENT**

All the terms & conditions of this e-tender, as mentioned in Section-I to V, Work order placed on Successful Tenderer or any other relevant letter/document, shall form the part of the agreement to be made with the AAI. The Contractor shall enter into a contract agreement with AAI, within 15 (Fifteen) days from the date of issue of Work Order/Award letter to be executed on a nonjudicial Stamp Paper of value Rs.100/- as per AAI format and the cost of the same shall be borne by the Contractor.

-----Sd-----
Joint General Manager (Tech.)
Airports Authority of India
Regional E & M Workshop, Eastern Region
Gouripur, Birati, Kolkata-700 051

SECTION: V

SPECIAL TERMS AND CONDITIONS

NAME OF WORK: Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata

1. DETAILED SCOPE OF WORK:

- Washing & cleaning of vehicles has to be primarily done at 03 locations:
 - a) Regional E&M Workshop, Gouripur, Birati-700051
 - b) MT Pool Section, ATS Building, NSCBI Airport, Kolkata-700052
 - c) RED, ER, Staff quarters, AAI IAD Residential Colony, Kolkata-700052
 - The said contract will be treated as a job contract and the Contractor will be fully responsible for completing washing & cleaning works of a minimum of 16 Nos. AAI Vehicles per day.
 - Daily cleaning & Washing register shall be maintained at Regional E&M Workshop, Gouripur, Birati, Kolkata- 700051 and the number of vehicles washed shall be certified by the AAI representative.
 - Washing & cleaning of all the vehicles shall be carried out within 0600 to 0900 hrs (morning) daily, 07 days a week.
 - The bill shall be raised every month based on washing charges per vehicle X number of vehicles washed in a month, plus GST as applicable.
 - Water for washing, electricity for working of equipment, etc., shall be in the scope of AAI.
 - In the event of dispute regarding raising of bill, the decision of AAI shall be final & binding on contractor.
 - No rate increase will be allowed under this contract on any account or for any reason whatsoever.
 - The contractor shall be responsible for all the Acts/ and accidents committed by the staff engaged by him for this work.
2. The rate quoted for the ITEM mentioned against Sl. No. 1.01, 'Basic rate per vehicle per wash, in Rs.', shall be inclusive of all charges like manpower, equipment like vacuum cleaner, blower, for deep cleaning and all other miscellaneous items required for cleaning of vehicles like Duster, brush, proper sanitisation, cleaning liquid/shampoo, etc.
3. ACCIDENT/DAMAGES/CLAIMS/LIABILITIES: AAI shall be completely free from any liability whatsoever, in the event of any damage during execution of work under this Contract. Contractor will be fully and exclusively responsible for any damages to AAI vehicles/Truck/ other property and death /bodily injury to his crew members or any other person in his employment including any Third-party claim, during execution of the said contract. The Contractor shall indemnify AAI against any such claim / compensation.

4. PAYMENT:

- 4.1 No advance payment shall be paid to the Contractor. However, the Contractor shall submit his / her hire bills in duplicate along with log books duly filled in and signed by the authorized representative of AAI, for necessary payment.
- 4.2 AAI shall make payment after receipt of bills in order, by electronic payment – RTGS/NEFT.
- 4.3 In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.

5. It should be ensured by the Contractor that the staff deputed under this contract are well mannered, customer friendly and obedient and shall report for duty in sound and healthy mind and attitude. The contractor/staff shall maintain mobile phone at their own cost, which may be required for communication. Preferably, a single point of contact shall be established by the Contractor, for attending complaints, shortcomings, disbursement of important information /instructions etc. in respect of the said contract, from time to time.
6. AAI will not accept any terms and conditions laid by the Contractor and he/she will abide by the terms and condition laid by AAI only.
7. In case of any dispute as rising, the decision of Regional executive Director (RED), Airports Authority of India, Eastern Region (ER), shall be final and binding to both the parties. Legal disputes, if any, shall be settled within the jurisdiction of courts in Kolkata.
8. 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/local authority or any political subdivision thereof.
9. WORKMAN'S INSURANCE: Without prejudice to the Contractors liabilities and indemnify clause and associated clauses of the Contract, the Contractor shall at his own cost and initiative at all times up to the successful completion of the contract take out and maintain insurance cover from Nationalized Insurance Company under the workman's compensation Act and any other industrial legislation from time to time applicable in the State of West Bengal and /or at Kolkata providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (i.e.) in respect of workmen compensation insurance to be of value of not less than Rupees One lakh per person, it being understood that such limit is specified only for the purpose of insurance, and shall not otherwise in any manner limit the Contractor liability and associated clauses there under of the Contract.

10. ARBITRATION & LAWS: - All disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof shall be settled by arbitration for which Arbitrator will be appointed by AAI. The applicable law will be the laws of India in force. The jurisdiction for all disputes will be within limits of Kolkata Courts only.

11. DEFAULTS

S. No.	Nature of Defaults	Penalties			Remarks
		1st instance	2nd instance	3rd instance	
1	Non-deployment of manpower at any of the 03 declared work locations (no replacement provided)	Warning	Rs. 200/-	Rs. 400/-	After 3rd instance, AAI shall have the right to terminate the contract or continue to impose the same penalty as imposed for 3 rd instance.
2	Improper washing/cleaning of vehicles	Warning	Rs. 200/-	Rs. 400/-	
3	Misbehaviour by deployed manpower/ unacceptable behaviour by deployed manpower	Warning	Rs. 500/-	Rs. 1000/-	
4	Deployed manpower in intoxicated state	Rs. 1000/-	Rs. 2000/-	Rs. 3000/-	
5	Failure to address deficiencies pointed out at inspection	Rs. 250/-	Rs. 500/-	Rs. 1000/-	

12. TERMINATION OF CONTRACT: If the AAI considers that the performance of the Contractor is unsatisfactory or not up to the expected standard, to which JGM (Tech.), Eastern Region, AAI shall be the sole judge, then 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. The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- a) Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

- b) Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- c) Breach of Contract terms & conditions: The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value ii) repeated breach of any contractual terms & conditions beyond 3 instances as per buyer discretion. However, termination of this Contract shall not affect any accrued rights or remedies of either party.

13. The Contractor shall obey /abide by the provisions of the labour laws which are in force such as contract labour (Regulation and Abolition) Act 1970, contract labour (Regulation and Abolition) Central Rules 1971, workmen’s compensation Act 1923, Child Labour (Prohibition and Regulation) Act 1986, Minimum Wages Act, 1948, Minimum Wages (Central) Rules 1950, Payment of Wages Act 1936, Employees Liability Act 1938, or the modifications thereof or any other laws relating thereto and the rule made there under and their amendments made from time to time.

14. SUBLETTING OF CONTRACT: The work shall not sublet/assign directly or indirectly to other agencies without prior written consent of the competent authority of AAI.

----Sd---
Joint General Manager (Tech.)
Airports Authority of India
Regional E & M Workshop, Eastern Region
Gouripur, Birati, Kolkata-700 051

(TO BE SUBMITTED IN ENVELOPE-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: Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata

Tender Ref. No. AAI/KOL/ER/EM-48/2022

Tender ID: 2022_AAI_112442_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" 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", 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 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 Tenderer / Authorized Signatory
(with Company Seal)

PQ&T CHECK LIST**(TO BE FILLED & UPLOADED IN ENVELOPE-I)****NAME OF WORK: Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata**

Sl. No.	PARTICULARS OF DOCUMENTS	WHETHER SUBMITTED (YES/NO)
ENVELOPE-I shall contain scanned copies of the following:		
1	Scanned copy of GST Registration Certificate	
2	Scanned copy of the Permanent Account Number (PAN)	
3	Duly signed and stamped copy of Letter of Unconditional Acceptance cum Declaration by Bidder (Annexure-I)	
4	Duly signed and stamped copy of "Bid Security Declaration" for EMD as per Annexure-III	
5	Scanned copy of Firm registration certificate and NSIC/MSME/Startup registration certificate, if applicable	
6	Scanned copy of Work order as per para 2.1.6 of Section-I	
7	Scanned copy of Satisfactory Performance Certificate from User as per para 2.1.7 of Section-I	
8	Scanned copies of Abridged Balance Sheet along with Profit & Loss account of the bidder/firm for the last three financial years as per para 2.1.8 of Section-I.	
9	Scanned copy of digitally signed entire tender document	
10	Letter indicating the capacity and authority of individual signing the Tender if not the Owner.	

Date:

Signature of Tenderer / Authorized Signatory
(With Company Seal/Rubber Stamp)

“EMD-Bid Security Declaration”

(To be submitted on Agency’s/Contractor’s letter head)

Whereas, I/We have submitted bid for “**Annual Rate Contract for Washing & Cleaning of AAI Departmental Vehicles (at least 16 Nos. vehicles per Day) at AAI, RHQ-ER, Kolkata**”.

I/We hereby submit the following declaration in lieu of submitting Earnest Money Deposit.

1. If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

2. If after the award of work, I/We fail to sign the contract, or to submit performance guarantee/ Security Deposit before the deadlines defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

Date:

Signature of Tenderer / Authorized Signatory
(With Company Seal)