

Tender fees Rs.1180/-

भारतीय विमानपत्तन प्राधिकरण AIRPORTS AUTHORITY OF INDIA

O/o The Airport Director Airports Authority of India, Madurai Airport, Madurai- 625022.



E-TENDER DOCUMENT

(Two bid system) For

Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation, AAI, at Madurai Airport



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Date: 13.05.2022

AIRPORTS AUTHORITY OF INDIA AAI, Madurai Airport.

Ref: AAI/MDU/CISF-12/Up-keeping (ESS)/2022/

SECTION -I

Notice Inviting e-Tender

[Through Government of India Central Public Procurement Portal (CPPP)]

Scope of Tender

S. No.	Name of the Work	Estimated Cost (Rs)	EMD (Rs.)
1.	"Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation Toilet Blocks including scrubbing and cleaning of floors, Cleaning of Glass panes, walls, false ceiling, polishing of paved / metal surface, etc. at Madurai Airport by employing Two unskilled labours "	Rs. 12,45,998.00 /- (Inclusive of Taxes)	Rs. 24,920 /-

	Description	Quantity (approx.)	Unit
A.	Barrack accommodation (Gents & Ladies)	2174.09	Sqm
В.	CISF Barrack Toilet areas,	264.94	Sqm
C.	Paved / Metalled areas in Barrack Accommodation,	1250.39	Sqm
	TOTAL OF A +B + C	3689.42	Sqm

- e-tenders are invited through the CPP Portal by Airport Director, Airports Authority of India, Madurai Airport, (Bid Manager), from reputed contractor/license holders having experience "Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation AAI, at Madurai Airport" at an Estimated cost of Rs.12,45,998.00/- (For Two Years) including applicable GST.
- 2. The tendering process is online at e-portal URL address www.etenders.gov.in Aspiring bidders may go through the tender document by logging in the CPPP Portal. Prospective tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Instruction for Online Bid Submission", register themselves at CPPP portal, obtain 'User ID' & 'Password' and go through the 'self-help files' available in the home page after login to the CPPP portal "www.etenders.gov.in". 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.
- 3. Non-refundable Tender Fee of *Rs.1,180/-* (including GST) & EMD Rs. **24,920** /- will be required to be paid by the bidder through online in CPP portal.



Public procurement policy for Micro, small and medium enterprises registered under NSIC shall be followed as per the directives of Government of India prevailing at the date of acceptance. Those firms shall submit / upload valid MSME Certificate on CPPP portal failing which the tenders will be rejected outright. Bidders claiming under MSEs shall submit the proforma attached in **Annexure "MSME – A"** duly attested by Notary Public given in <u>Annexure IX</u>.

- **4.** AAI makes no representation or warranty as to the completeness or accuracy of any response, nor does AAI undertake to answer all the queries that have been posted by the Bidders. In order to provide reasonable time to bidders to take the amendments into account for preparing their bids, AAI may, at its discretion, extend the deadline for the submission of bids suitably.
- 5. Following 2 bids shall be submitted through online at CPP portal by the bidder.

a. Technical e-bid through CPP Portal:-

Experience & Technical requirements:

- i. Screen shot of Tender Fee & EMD remittance or **Annexure "MSME A"** duly attested by Notary Public.
- ii. Scanned copy of duly stamped and signed Unconditional Acceptance of AAI's Tender Conditions. (Annexure-III).
- iii. The Bidder should have executed Similar Work in the last 3 years, to Government Departments or Public Undertakings or Private sectors (with in India), as detailed in Section II clause 2 of Tender document.
- iv. The bidder shall also upload all documents as detailed in <u>Section II clause 2</u> of Tender document in CPPP portal.
- v. During the process of tendering the vendors need not submit / contact any AAI employee for physical submission of any documents except Tender Fee, (If applicable Annexure MSME-A.)
- vi. If unconditional acceptance letter of any bidders is not meeting the AAI's tender conditions then their e-bid response will be summarily rejected.
- vii. Bidder shall upload e-tender on e-Portal well in advance to avoid last minute hassles. AAI shall not entertain any queries on such subject after last date of downloading e-tender document

b. 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 (Bill of Quantity) 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 in MS Excel format, open it and complete the light blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder).

No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

6. CPP under GePNIC, Help Desk Services

a. For any technical related queries please call the Helpdesk. The 24×7 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



- a. For any Policy related matter / Clarifications Please contact Dept. of Expenditure, Ministry of Finance. E-Mail: cppp-doe@nic.in
- b. For any Issues / Clarifications relating to the publishing and submission of AAI tender(s)

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

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

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

SL.	Support	Escalation	E-Mail Address	Contact	Timings*
No.	Persons	Matrix		Numbers	
i.	Help Desk	Instant	eprochelp@aai.aero	011-24632950,	0800-2000 Hrs.
	Team	Support		Ext-3512	(MON - SAT)
				(Six Lines)	
ii.	Sr.Mgr (IT)	After 4	etendersupport@aai.aero	011-24632950,	0930-1800 Hrs.
		Hours of	or	Ext-3505	(MON-FRI)
		Issue	sanjeevkumar@aai.aero		
iii.	AGM(IT)	After 12	snita@aai.aero	011-24632950,	0930-1800 Hrs.
		Hours		Ext-3523	(MON-FRI)
iv.	Jt.General	After 24	dkumar@aai.aero	011-24651507	0930-1800 Hrs.
	Manager(IT)	Hours			(MON-FRI)
٧.	General	After 03	gmitchq@aai.aero	011-24657900	0930-1800 Hrs.
	Manager(IT)	Days			(MON-FRI)



7. Critical dates for online submission in CPP portal by the bidder is given below.

CRITICAL DATE SH	EET
Published Date	13.05.2022 (1500 Hrs.)
Bid Document Download/Sale Start Date	13.05.2022 (1800 Hrs.)
Clarification Start Date	16.05.2022 (1000 Hrs.)
Clarification End Date	20.05.2022 (1600 Hrs.)
Bid submission Start Date	20.05.2022 (1000 Hrs.)
Bid Submission End Date	03.06.2022 (1800 Hrs.)
Last date for receipt of Annex MSME &	06.06.2022 (1500 Hrs.)
supporting Documents	
Technical Bid Opening Date	06.06.2022 (1530 Hrs.)
Price Bid Opening Date	09.06.2022(1100 Hrs.)

For Airport Director, Madurai

Chief Security Officer

Email: cso_madurai@aai.aero

Date: 13.05.2022



SECTION - II

INSTRUCTIONS TO BIDDERS

1. **DEFINITIONS**

- 1.1 "AAI / The Buyer" means the Airports Authority of India.
- 1.2 "The Bidder / Vendor" means the individual or firm who participates in this tender and uploads its bid.
- 1.3 "Project Leader AAI" 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.
- 1.4 "The Supplier / Contractor" means the individual or firm taking up the work as defined under the Notice Inviting Tender.
- 1.5 "The Works Order" means the order placed for the supply, installation, testing & commissioning of systems / works by the Buyer with the Contractor signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.6 "The Purchase Order / Work Order" means the order placed for the supply of items by the Buyer with the Supplier signed by the Buyer including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.7 "The Contract" means the agreement signed between the Buyer and the Contractor as per the terms and conditions contained in the Purchase Order / Work Order.
- 1.8 "The Contract Price" means the price payable to the Contractor under the Purchase Order / Work Order for the full and proper performance of its contractual obligations.
- 1.9 "Non-responsive Bid" means a bid, which is not uploaded 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 intentional errors have been committed in the Bid.

2. ELIGIBILITY CRITERIA

Digitally signed, scanned copies of the following documents to be uploaded in the Technical Bid folder of e- Tender in CPPP.

(Also refer NIT Section – I, clauses 3, 4 & 8)

- a. Copy of the PAN card.
- b. Screen shot for remittance of Tender fees & EMD online.

(or)

Scanned copy of Annexure "MSME – A" duly attested by Notary Public <u>if applicable</u>. (Original to be submitted before opening of bids). The NSIC registered MSE Vendors who intend to claim exemption of Tener fee payment shall submit the proforma attached in Annexure "MSME-A" duly attested by Notary Public. In the event of non-submission of this Notary public attested proforma, they run the risk of their bid being passed over as "INELIGIBLE" for the benefits applicable to MSEs and their bid will not be considered for evaluation.

c. Copy of GST Registration number.



- d. Proof of AMC executed in the last three years. Vendor should have successfully completed works of Annual Maintenance Contract of AMC of ESS or AMC of installations involving manpower for CISF barrack Accommodation at Madurai Airport in Government Departments or Public Undertakings or Private sectors (within India), meeting any one of the following criteria.
 - One order of value more than or equivalent to 80% of estimated cost given in NIT.
 - Two orders each of value more than or equivalent to 40% of estimated cost given in NIT
 - Duly filled forms of Annexure I and Annexure II shall be uploaded.
 - Proof of satisfactory service with Supporting Documents for the above mentioned works (Work order, Completion report, schedule of quantities and completion cost), from the same customer shall be attached in Annexure II. Firms showing work experience certificate from non-government/non PSU organisation should submit copy of Tax Deduction at Source (TDS) certificate in support of their claim for having experience of stipulated value of work.
- e. Digitally Signed copy of original tender.
- f. Signed & scanned copies of Annexures I to VII.

3. PRICE BID:

a. The prices quoted for Annual Maintenance Contract of Mazdoor at Madurai Airport and inclusive of taxes.

(Note: Provision of two Unskilled labour "The present Central Govt. minimum wages as per Labour and Employment Department circular" Present wages per day Rs.553/-. The contractor should quote the rates very carefully considering current rates of Central Govt. minimum wages as per Labour and Employment Department, Govt. of India. Quoted rates by the firm should include, the following cost components)

- 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 Central Govt. minimum wages as per Labour and Employment Department, Govt. of India).
- Bonus, PF and ESI according to Labour Act will be reimbursed on receipt of proof of payment on monthly basis. The contractor is required to submit PF registration number and ESI registration number of their organisation within two months period after award of work. Statutory payments will be reimbursed against receipt of payment proof.
- Nominal Dearness Allowance rates variation & Service Charges if any.
- All the payments to the employees to be made in bank account only.

Note: The offer shall be firm in Indian Rupees only. AAI will not provide any Form "C" or "D".

- b. The bidder shall quote as per price schedule given in **Schedule-A in** the price bid.
- c. The prices quoted by the bidder shall remain firm during the entire period of contract and shall not be subject to variation on any account.
- d. Post offer discount, if any, offered by the bidders shall not be entertained. Bidders' planning to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price. However, such discounts from the firm declared as L1 on the basis of post bid negotiations if any shall be considered and such negotiated offer when agreed by AAI & the bidder shall form a part of the Price Bid.
- e. Taxes as applicable and in force will be paid by as per prevailing rules.

4. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Buyer, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.



5. THE BID DOCUMENTS

BID DOCUMENTS

The required materials, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:-

- Notice Inviting e-Tender
- Instructions to Bidders
- General Terms & Conditions of the Contract
- Special Conditions of the contract
- Annexures I to VII
- Price Schedule-(Schedule-A)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

6. AMENDMENTS TO BID DOCUMENTS

- a. At any time, prior to scheduled date of submission of bids, AAI if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference into this tender and binding on the bidders. Addendum / corrigendum will be notified through CPPP portal at www.etenders.gov.in
- b. If Bidder needs to delete and create a new bid response in case AAI issues amendment /corrigendum after bidder has created his response, and there is change in line item (new item added or existing item deleted) or in the price components of any line item he may do so.

7. PERIOD OF VALIDITY OF E-TENDER (BID)

The E- tender (Bid) shall remain valid for a minimum of 180 days from the date of opening of the bid. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during the said period of validity without the consent in writing of AAI. In case of the bidder revoking or cancelling the offer or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited.

In exceptional circumstances, the Buyer may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

8. E-TENDER BID OPENING AND EVALUATION

a. To shortlist technically qualified bidders, Technical bid shall be scrutinized by AAI to ensure whether the same are in conformity to Technical & Operational Requirement. Bidders shall provide complete information to substantiate compliance of the technical specification listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalised on the basis of the information available. It shall, therefore, be in the bidders' interest to give complete and comprehensive technical particulars while submitting the bid.



- b. AAI may seek clarification on technical details or any other information deemed necessary.
- c. Tenders meeting Technical bid criteria as specified herein shall only be informed and considered for opening and evaluation of Price bid.

9. OPENING OF THE FINANCIAL BIDS:

- a. Financial Bids of those bidders who qualify in Technical bid evaluation shall be opened by AAI. Date and Time of opening of financial bid shall be notified to technically eligible bidders. Bidders can monitor the bid opening process on-Line.
- b. No correspondence shall be entertained from the bidders after opening of Financial Bid of the Tender.

10. CONTACTING THE BUYER:

Canvassing in any form in connection with the tenders is strictly prohibited and the tenders uploaded by the contractors who resort to canvassing are liable for rejection.

No bidder shall try to influence the Buyer directly or through external source on any matter relating to its bid, from the time of publication of e-Tender till the time the contract is awarded.

Any effort by a bidder to influence the Buyer in the bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid, and such actions will be considered as bad performance for future Projects.

11. AWARD OF CONTRACT

- a. The acceptance of the tender will be intimated to the successful bidder by AAI.
- b. AAI shall issue the purchase/work order to successful bidder in duplicate. Successful bidder shall return one copy of purchase/work order within three working days as a confirmation to acceptance of terms and conditions of purchase/work order duly signed by him on each page of the order.
- c. Successful bidder has to enter into an agreement with AAI on terms and conditions mentioned in the tender, its corrigendum and technical queries and responses against which purchase/work order has been issued.
- d. AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

12. RIGHT TO ACCEPT OR REJECT THE TENDERS

- a. The right to accept the tender in full or in part/parts will rest with AAI. 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 without assigning any reason whatsoever.
- b. Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- c. The Buyer reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Buyer's action.
- d. If the bidder gives wrong information in his E-Tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and forfeit the Earnest Money.
- e. Should a bidder have a relation or relations employed in AAI in the capacity of an officer, the authority inviting tender, shall be informed. In the event of failure to inform and in a situation where it is established that the relation or relations employed in AAI has / have tried to influence the tender proceedings then AAI at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money.



- f. The requirements indicated in this E tender are the minimum and bids of the firms not complying with these minimum requirements or having deviations equivalent to the minimum requirements shall be rejected. However, bids offering higher than the minimum requirements shall be technically acceptable without any additional Price implication.
- g. Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers / clarifications may be liable for action as per clause 10 of this section.

13. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 11 of this section shall constitute sufficient ground for the annulment of the award in which event the Buyer may make the award to any other bidder at his discretion or call for new bids.

14. EXTENSION OF CONTRACT

AAI reserves the right to give Extension order of one more year with the same terms & conditions after two years on completion of AMC period.

15. AMC CONTRACT MONITORING

- a. AAI shall hold regular AMC monitoring meetings after the award of the contract to monitor the performance of the AMC.
- b. First such meeting shall be hold within one month of award of the contract. The date and time of such meeting shall be intimated to the contractor by fax / post or email. The date and time of subsequent meetings shall be decided and recorded in previous meetings.
- c. The proceedings of each meeting shall be recorded and action as required towards monthly completion of the AMC shall be initiated promptly by both AAI and the contractor.



SECTION - III

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. PURPOSE & SCOPE

This document sets out the terms & conditions to be met in connection with the "Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation AAI, at Madurai Airport" for the work as per details given in the notice inviting e-tender.

2. COMPLIANCE

- a. The unconditional acceptance of all the terms & conditions of the E-Tender has to be uploaded through a letter. The format of the letter is attached at Annexure-III.
- b. The submission of the tender will imply acceptance of all the tender conditions by the bidder laid in tender document including all the Annexure & Schedules to the tender document.
- c. The submission of unconditional acceptance as described above is essential for the tender evaluation. The failure to upload the unconditional acceptance statement in the said format shall result in the bid being rejected.

3. EARNEST MONEY

EMD of Rs. 24,920 /- shall be paid online in Etenders.gov.in and screen shot shall be uploaded in Technical Bid.

4. SECURITY DEPOSIT

- a. The security deposit @ 3% of the quoted value (excluding the taxes) will be deducted from the first quarterly bill payment (or) Bidder can submit a Bank Guarantee (BG) (Annexure V) after award of the work within 30 days.
- b. The Security Deposit / BG will be returned to the successful bidder at the end of the period of liability without interest.
- c. The successful bidder will do the "Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation AAI, at Madurai Airport" and will be fully responsible for the guaranteed performance of the AMC at AAI, Madurai.
- d. The bidder, whose tender is accepted, shall within 30 calendar days of the issue of letter of acceptance of the bid, shall submit performance guarantee of 3% (Ten Per Cent) of the total price to AAI in the form of an irrevocable and unconditional bank guarantee on a Nationalized / Scheduled Bank, as per Proforma attached as Annexure -IX.

e. Bank Guarantee Verification Procedure:

- a) AAI has made arrangements for verification of Bank guarantee received by AAI from vendors/Customers/ concessionaries through Structured Financial Messaging System (SFMS) of ICICI bank.
- b) The successful bidder may submit BG(PBG/BG-SD/FBG) in accordance with the bank details given below:

Corporate Name: AIRPORTS AUTHORITY OF INDIA



Bank Name: ICICI BANK

IFSC Code: ICIC0000007

BG Advising message : IFN 760COV (BG ISSUE)

: IFN 767COV (BG AMENDMENT)

Unique Identifier Code: AAI CALICUT (To be mentioned in field No. 7037, row 1)

- c) While submitting the documents to BG issuing bank, the vendor/customer/Concessionaries will also submit letter to the issuing bank as per the format mentioned in Annex -IX
- d) The vendor should submit the copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.
- e) In case the Contractor fails to submit the PBG within stipulated period, interest at 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor. In case, successful bidder fails to submit performance bank guarantee within 60 days of the issue of the letter of acceptance of his bid, AAI reserve the right to forfeit EMD and cancel the order. The TS authority may accept the PBG with delay and may waive-off the payable interest with justified reasons to be recorded on the file.
- f) The Performance Guarantee shall be valid for 3 months beyond the contract period or shall remain valid as per provisional extension granted by AAI. If the agency fails to extend the validity of the Performance Guarantee, the same shall be en-cashed by AAI with or without notice.

5. CORRESPONDENCE

All correspondence would be directly with the bidder and correspondence through agents will not be entertained.

6. PATENTS, SUCCESSFUL BIDDER'S LIABILITY & COMPLIANCE OF REGULATIONS

- a. Successful bidder shall protect and fully indemnify the AAI from any claims for infringement of patents, copyright, trademark, license violation or the like.
- b. Successful bidder shall also protect and fully indemnify the AAI from any claims from successful bidder's workmen / employees, their heirs, dependents, representatives etc or from any person(s) or bodies / companies etc. for any act of commission or omission while executing the order.
- c. Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the AAI from any claims/penalties arising out of any infringements and indemnify completely the AAI from any claims/penalties arising out of any infringements.

7. SETTLEMENT OF DISPUTES

If a dispute of any kind whatsoever arises between the AAI and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Project Leader or his nominee, the matter in dispute shall, in first place be referred to the Airport Director, AAI, Madurai who shall act as the conciliator on the matter. The disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.



Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the Project Leader or his nominee unless and until the same shall be revised, as hereinafter provided, by the Conciliator or in an Arbitral Award.

8. ARBITRATION AND LAW.

All disputes and differences arising out of or in any way touching or concerning this contract (except where otherwise provided for in the contract) shall be referred to the sole arbitration of the Executive Director (CNS-OM), AAI, Rajiv Gandhi Bhavan, New Delhi. The award of the Arbitrator shall be final and binding on both the parties. The Arbitration and Conciliation Act, 1996 shall be applicable. It will be no bar if the Arbitrator appointed as aforesaid is or has been an employee of the Authority and the appointment of the Arbitrator will not be challenged or be open to question in any Court of Law, on this account Indian laws shall govern this contract.

9. TERMINATION FOR DEFAULT & RISK PURCHASE

- a. The AAI may, without prejudice to any other remedy for breach of contract, by written notice of one month of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events if the Contractor fails to perform any other obligation(s) under Contract.
- b. If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.
- c. As a penalty to the Contractor the AAI shall en-cash Contract Performance Bank Guarantee. The AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work of the project will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.
- d. The AMC can be terminated either by AAI or contractor with notice of ONE month. AAI shall reserve the right to terminate the contract after following the conditions specified in the tender document. Even then the contractor shall continue to provide the services as per the contract till alternative arrangements are made by AAI.
- e. AAI shall terminate the contract and takeover the maintenance at any time without notice, in case the services are not found satisfactory. Under such conditions, all the defects shall be rectified at risk and cost of contractor.

10. TERMINATION FOR INSOLVENCY

The AAI may at any time terminate the Contract by giving written notice of one month to the contractor, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAI. In the event of termination for penalty to the contractor Clause 9-c shall be applicable.

11. SET OFF

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the



Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.

12. FORCE MAJEURE

- a. 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 contractors 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, flood, storms etc.), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's factory. The successful bidder's right to an extension of the time limit for completion of the work in above mentioned cases is subject to the following procedures.
- b. That within 10 days after the occurrence of a case of force majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition and that the Bidder considers himself entitled to an extension of the time limit.
- c. 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.
- d. That the contractor proves that the said conditions have actually interfered with the carrying out of the contract.
- e. That the contractor proves that the delay occurred is not due to his own action or lack of action.
- f. Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

13. START OF CONTRACT AND AGREEMENT.

The Contract shall be considered as having come into force from the date of issue of work order by AAI. The successful bidder has to enter into an agreement with AAI within 30 days of award of contract as per the format given in **Annexure VII**.



<u>SECTION – IV</u> <u>SPECIAL CONDITIONS OF THE CONTRACT</u>

1. MINIMUM WAGES: - The contractor shall comply the provision of contract labour (Regulation and Abolition) Act of 1970 and contract labour (Regulation and Abolition) Central Rules 1971 and other legislations such as EPF * MP Act –1952, Employees state Insurance (ESI) Act-1948 and Minimum Wages Act- 1948, The payment of wages Act-1936, the workmen's compensation act-1923 & Rules / Acts / instructions enforced from time to time by the Central and State Governments. The contractor has to pay the staff engaged by him Tamil Nadu minimum wage of central or state Govt. whichever is higher applicable for the trade/job.

(Note: This contract will be based on the The present Central Govt. minimum wages as per Labour and Employment Department, Govt. of India File No.1/4(5)/2022-LS-II dated 31.03.2022 which is effective from 01.04.2022", the contractor is liable to pay the increased wages satisfying the minimum wages act. However, AAI shall additionally pay an amount to the extent of increase in statutory minimum wages from time to time for the man days served, on submission of satisfactory proof of payment).

- 2. **BONUS** as applicable and prevalent during the contract period shall be payable to the staff employed.
- 3. **EPF, ESI**: The contractor shall comply with EPF registration & ESI registration norms as applicable with up to date amendment and shall get registered to local labour authority of the govt. The contractor shall submit proof of payment of EPF & ESI payment and the PF account code, ESI card / Pehachan card of the individual personnel engaged by him within first month of the contract, failing which AAI will withhold the EPF & ESI amount due to the staff employed for the contract till the submission of paid receipt is received.
- 4. The Contractor has to enter into an agreement with AAI as per AAI format after award of work. The agreement bond cost of Rs.100/- shall be borne by agency only. This tender document will form part of the agreement.
- 5. Any person under this contract, whose work or conduct is found unsatisfactory by AAI, shall be replaced immediately at no additional cost to AAI.
- 6. The Contractor shall, at their sole cost and expenses, furnish and provide for rendering services covered by this contract to the entire satisfaction of Airports Authority of India.
- 7. The employees shall be issued with uniform while on duty.
- 8. The contractor shall comply with all applicable laws, Ordinances, rules & Regulations in respect of this contract and shall pay all charges in connection therewith.
- 9. The contractor has to submit the detailed list of staff with their skill at the time of commencement of contract and as and when changes are there in the deployment.
- 10. The Contractor shall be responsible for the recruitment, retention and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of his personnel.
- 11. The staff engaged by the contractor shall have no claim for any temporary or permanent employment in AAI.
- 12. Necessary safety measures shall be taken care of by the contractor for the on-duty personnel engaged by him. AAI shall not be held responsible for any such accident arising from compromising safety measures/negligence.
- 13. If the services rendered by the contractor are not up to the standard as detailed under scope of work, the same shall be brought to the notice of the contractor with a view to improve the same in a stipulated period; else shall take necessary action as per the provisions of contract.
- 14. The contractor has to ensure that the services are not disturbed either due to absenteeism or due to wilful act of his staff. In case workforce deployed by the contractor resort to any kind of industrial action the contractor shall arrange to deploy alternate work force of sufficient strength to maintain the services for which no additional charges will be given.
- 15. The collected garbage's should be dumped in the designated locations.



16. This contract is initially for a period of two years commencing from "Service Commencing Date" as specified in work order.

17. TERMS OF PAYMENT:

- a) No mobilization advance shall be paid for any activity.
- b) Payment will be made to the contractor on a quarterly basis at the end of every quarter after submitting the following documents for each month.
 - i. Wage Muster Copy along with copy of staff attendance.
 - ii. EPF / ESIC / Professional Tax Challans copy along with details of PF / ESIC / Professional Tax contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challans submitted.
 - iii. Monthly bill for the services rendered.
 - iv. Payment will be released after receiving the proof of remittance of GST amount for the corresponding bill.
- c) The payment to staff may be done through A/C payee cheque/RTGS/NEFT only before 2nd week of every month and necessary document of payments of wages, pay slip, P.F, E.S.I.C and bonus must be submitted to this office along with the quarterly AMC invoice raised by the contractor. Contractor will also submit the annual EPF return Form 3 (A) & 6 (A) and ESIC half yearly return form V within one month period of submission failing which AAI will withhold the EPF and ESI till the submission of paid receipts.
- d) The contractor has to maintain the wage register for his employees and has to be produced as and when required.

18. MANPOWER REQUIREMENT

- a) This job contract is for carrying out the "Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation AAI, at Madurai Airport".
- b) The contractor has to provide <u>two onsite up keeping employee</u> (Central Govt. minimum wages as per Labour and Employment Department, Govt. of India). The up keeping employees should perform their assigned work from 09:00 to 18:00 daily.
- c) Provision of weekly off to the up keeping employees is mandatory. Suitable substitute may be positioned during the weekly off days.
- d) In case of emergency, the worker may be asked to perform the work whenever required apart from specified working hours for which no extra payment shall be made

19. PENALTY FOR DELAY IN ATTENDING MAINTENANCE AND ABSENTEEISM

- a) AAI shall reserve the rights to fix responsibility for omissions & commissions and to impose a maximum penalty of 10% of the monthly bill amount for such deficiencies in services after serving notice and giving fair opportunity to the contractor in respect of following:
 - Poor workmanship & damage to installations of AAI.
 - Not complying with instructions given by AAI
 - Not maintaining punctuality in reporting for duty and absence without permission
- b) The contractor is liable to make the arrangement of substitute against the absentee staff. At any time if it is found that some staff is absent and no substitute has been provided, the following amounts shall be recovered from the **Monthly** bill of the contractor.

* * * * * * * * * * * *



ANNEXURE-I

Company/Firm details.

(To be uploaded in Technical bid folder)

SI. No.	Details	To be furnished by the vendor
01.	Name & Address of the firm	
02.	PAN No.*	
03.	GST No. *	
04.	SAC Code No.	
05.	Type of organization & year of incorporation. *	
06.	Correspondence address with contact person's name, telephone number, mobile number etc.	
07.	Turnover of the company. Please provide audited Balance Sheets or Income tax return for last 3 years. *	
08.	Value of the job & details of AMC maintained till 31.03.2022 (Attach proof like copy of work order, performance & completion certificate etc.)	
09.	Whether Annexure-II filled up with all details	Yes / No

^{*} Relevant documents duly self-certified should be attached as Proof.

Signature of the authorized person with Company seal



ANNEXURE-II

LIST OF WORKS EXECUTED DURING LAST 03 YEARS TOWARDS AMC for ESS (Up-keeping) for CISF barrack <u>Accommodation at Madurai Airport</u>

Name of the Firm / Client	Location of the work	Work order Ref. No. & Date	Details of AMC of ESS or AMC of installations involving manpower till 31.03.2022	Period of AMC / Work	Contract Amount (Rs.)	Remarks

*	Relevant	do	ocument	s a	lul	y sel	f-c	ert	ified	s	houl	ld	be	ati	tacı	hed	as	Proc	f.
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Signature of the authorized person with Company seal



Annexure-III

UN CONDITIONAL ACCEPTANCE LETTER

(To be uploaded along with bid document)

To,

The Airport Director Airports Authority of India, Madurai Airport, Madurai- 625022.

Sub: UNCONDITIONAL ACCEPTANCE OF AAI'S TERMS & TENDER CONDITIONS,

e-Tender NO. AAI/MDU/CISF-12/ Up keeping(ESS)/2022/

Name of Work: "Annual Maintenance Environment Support Services (Up-keeping) Job

Contract to CISF Barrack Accommodation AAI, at Madurai Airport", for the

year 2022-24.

Dear Sir,

- 1. The tender document for the works mentioned above have been provided to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us, which shall form part of the contract agreement and I/we shall abide by the conditions/Clauses contained therein.
- 2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above works.
- 3. It is clarified that after unconditionally accepting 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 the same has been followed in the present case. In case any provisions of this tender are found to be violated after opening Technical & Price bids, 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.
- 4. 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 /we will immediately report it to the appropriate authority in AAI.
- It is declared that our company/partners or its Directors have not been black listed or any case
 is pending or any complaint regarding irregularities is pending, in India or any Indian State /
 Central Governments Departments or Public Sector Undertaking of India.

	Yours faithfully	
Date:	(Signature of the bidder with rubber	stamp)



Annexure - IV

PROFORMA FOR e-PAYMENT

To,

The Airport Director Airports Authority of India, Madurai Airport, Madurai- 625022.

Subject: Request for E-Payment.

Sir,

Following particulars are given for effecting E-payment in respect of our claim / Bill.

1	Name of Company	
2	Company Address	
3	City	
4	Postal Code	
5	Telephone No.	
6	Fax no	
7	Mobile No	
8	Email-Id	
9	PAN Number of the Company	
10	Company Bank A/c Number	
11	Name of Bank / Branch	
12	Branch Code	
13	Bank Address	
14	City	
15	Mode of Payment	
16	RTGS/NEFT details	

We also enclose herewith a cheque duly cancelled of our bank A/c.

Thanking You,

Yours Faithfully

Signature of the authorized person with Company seal

Note: Any erroneous information may lead to harmful transaction for which either AAI or the Bank will not be liable / responsible.



Ref:-

Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation AAI, at Madurai Airport

Annexure-V

Bank Guarantee No:-

PROFORMA BANK GUARANTEE

(To be stamped in accordance with stamp Act) (The non-judicial stamp paper should be in the name of issuing Bank)

	Date
To The Airport Director Airports Authority of India, Madurai Airport, Madurai- 625022.	
In consideration of the Chairman, Airports Authority of India [hereinafter ca offered to accept the terms and conditions of the proposition of the	osed agreement called "the said called "the said reed to production ecurity / guarantee
1. We	ertake to pay the on a demand from ely to be due from ive as regards the iability under this



We
We(indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
This guarantee shall be valid up tounless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupeesonly) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.
Dated the (Day) of (Month) (Year)
For (Indicate the name of bank).



Annexure-VI

JOB DESCRIPTION

Annual Maintenance Job Contract for Environmental support services (Up-keeping) and Maintenance of Barrack accommodation, AAI, Toilet Blocks including scrubbing and cleaning of floors, Cleaning of Glass panes, walls, false ceiling, polishing of paved / metal surface etc., complete with job contract as required as per scope of work. The collected garbage's should be dumped in the nearest dust bins which will be collected by Madurai Corporation / Village Panchayat.

Two onsite up-keeping employee as per The present Central Govt. minimum wages as per Labour and Employment Department, Govt. of India to be provided. They should perform their assigned duties from 09:00 to 18:00 daily (including lunch break). Suitable replacement should be provided if any up keeping employee is availing leave and also for weekly off.

The equipment required for sweeping / cleaning, toilet materials and consumables for this job contract shall be borne by the Airport Operator.

Signature of the authorized person with Company seal



Annexure VII

ANNEXURE "MSME-A"

(To be	submitted in Non-Judicial Stamp Paper value of Rs.100/-	and to be uploaded in Technical folder)				
	Declaration (For MSE Units	s Only)				
l,	on behalf of M/S	in the capacity of				
_	(Position) hereby declare that					
1.	Our MSE Unit(s) is/are availing benefits extended by and Small Enterprises (MSEs) for the work ofNumber					
2.	Our MSE Unit(s) has/have not been awarded any wo the current financial year.	ork/ Supply under MSME benefit during				
	OR					
	Our MSE Unit(s) has/have been awarded works(Rupees	only) under MSME benefits as				
	on date and same work(s) /Supply is/are "In ha current financial year. Further We confirm that the (awarded under MSME benefits) during the financial has not crossed the "Monetary Limit" montioned in	e value of work/supply is /are in hand I year plus estimated cost of this tender				
2	has not crossed the "Monetary Limit" mentioned in NSIC Certificate. Our firm is participating in this tender under "MSE Unit" or "Open Bidder".					
Э.	Our film is participating in this tender under livise t	onit of Open Blader.				
	ote: Strike out the conditions in (2) & (3) whichev screpancy in this "Declaration" shall be at the discretion					
At	tested by Notary public	Signature with Company Seal				



Annexure VIII

Proforma of AGREEMENT (To be signed by successful bidder) (On Rs.100 Non-Judicial Stamp paper)

Sub	o: - "Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation AAI, Guest House, at Madurai Airport" - Reg.
the Safe her con Offi suc of t	THIS AGREEMENT made this day of two thousand between Airports Authority of India, a body corporate constituted by the Central Government under Airports Authority Act (Act 55 of 1994) and having its corporate office at Rajiv Gandhi Bhawan, durjung Airport, New Delhi-110003 and office at Madurai Airport, Madurai represented by einafter called the 'Authority' (which term shall, unless excluded by or is repugnant to the ntext, be deemed to include its Chairman, or Member, Executive Directors, Airports Directors, icers or any of them specified by the Chairman in this behalf, and shall also include its cessors and assigns) of the one part, and
in t	WHEREAS the Authority is entitled in 'Law' to grant for AMC of ESS or AMC of installations olving manpower for CISF barrack Accommodation at Madurai Airport, Madurai more fully described he Annex-VI, hereinafter referred to as the contract. WHEREAS the Contractor is desirous to render the services to the Authority on the terms onditions mentioned hereunder:
	AND WHEREAS the Authority is agreeable to grant the contract.
NO	W, THEREFORE, this indenture witnesses:
1.	That the Contract for the said facility shall be valid for the period of 02 (Two) years from to unless terminated earlier on account of following:
	(a) By giving 90 (Ninety) days' notice in writing from either side without assigning any reason.
2.3.4.	(b) By AAI on a short notice on account of un-satisfactory performance. Contractor shall have to depute two upkeeping employee daily from 0900 hrs to 1800 hrs. Maintenance coordinator shall familiarize himself/herself with the work described in Annexure-VI and shall keep the record of these to avoid delay in case of any fault. Failure to rectify the major faults within 48 hours after lodging of the complaint will attract penalty @ 1% of AMC amount per week per complaint. Part of the week will be counted as one week. The penalty for delayed maintenance may be waived off by Airport Director if such delay is found to be due to justified ground.



5.	In case of absence of upkeeping employee on working days, Penalty of Rs. 100/- per day will be charged and the same will be deducted from the AMC payment.									
6.	The payment of the AMC amount of Rs will be made in monthly instalments at the end of each month through ECS only.									
7.	That the Licensee shall have no objection to the Authority for granting any other Contract for similar Facility at the airport premises where the contractor is rendering such services.									
8.	In the event of any default, failure, negligence or breach, in the opinion of the Authority or the part of the contractor in complying with all or any of the conditions of the contract agreement, the Authority will be entitled and be at liberty to terminate the Agreement.									
9.	The Authority and the contractor further agree that they are bound by the General Terms & Conditions found in Section-III annexed hereto.									
10.	All the terms and conditions mentioned in NIT and Quotation document bill be part of the agreement.									
SIGNED BY Airport Director, AIRPORTS AUTHORITY OF INDIA, MADURAI. AIRPORT, FOR AND ON BEHALF OF THE AIRPORTS AUTHORITY OF INDIA, IN THE PRESENCE OF:										
WITNESS:										
1.										
2.										
SIGNED BY CONTRACTORIN THE PRESENCE OF:										
WITNESS:										
1.										

2.



ANNEXURE-IX

Request Letter: Transmission of Bank Guarantee cover message to be submitted by Applicant to **BG** issuing Banks Date: To The Branch Manager _____ Bank Subject: Inclusion of Unique Identifier Code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007). Dear Sir / Madam, I/We ______, request you to include Unique Identifier Code _____ in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC0000007). Thanking you, Vendor Place: Date:



Item Rate BoQ

Schedule A

This is a sample of financial quote. The bidder has to download the Excel sheet BOQ from CPPP site and fill only the unit rates. All rows should be filled compulsorily.

SCHEDULE

Tender Inviting Authority: AIRPORTS AUTHORITY OF INDIA										
Name of Work: Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation AAI, at Madurai Airport										
Name of the Bidder/ Bidding Firm / Company:										
PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) Please Note: 1) Tenderer should quote the rates Including of GST. 2) GST shall be paid to bidder for taxable services/supply against a valid tax invoice.										
NUMBER #	TEXT#	NUMBER #	TEXT#	NUMBER#	NUMBER #	TEXT #				
SI. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words				
1	2	4	5	13	53	55				
1	(Annual Maintenance Environment Support Services (Up-keeping) Job Contract to CISF Barrack Accommodation 24 at Madural Airport) Cost for 24 months as per NIT including EPE, EST, GST (Excluding Bonus)	24.00	Month		0.00	INR Zero Only				
Total in Figure:	s		INR Zero Only							
					0.00					
Quoted Rate in Words			INR Zero Only							