

Bid Document

Bid Details	
Bid End Date/Time	13-04-2022 14:00:00
Bid Opening Date/Time	13-04-2022 14:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	60 (Days)
Ministry/State Name	Ministry Of Civil Aviation
Department Name	Airports Authority Of India (aai)
Organisation Name	Airports Authority Of India ,rhq Nr - Rangpuri
Office Name	Aai Rhq Nr
Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV
Contract Period	2 Year(s)
Minimum Average Annual Turnover of the Bidder	4 Lakh (s)
Years of Past Experience required	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years Of Experience and Turnover	Yes
SHG Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	3 Days
Estimated Bid Value	2242656
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

The Bidder should have executed at least X No. projects with contract value not less than yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:Yes, Refer - ""Scope Of Work & Job

Description"" Document

Scope of work & Job description:[1648917189.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1648913110.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Driver - LMV (3)

Technical Specifications

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Driver - LMV
Educational Qualification	literate
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Addon(s)	
Additional Certifications/Trainings required for the resources being hired	No

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
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S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Pawan Kumar	141120,Airport Director Airports Authority of India Ludhiana Airport TELEPHONE NUMBER-91-161-2844569	3	<ul style="list-style-type: none"> • ELDI (INR per day) : 2.88 • Bonus (INR per day) : 60.31 • EPF Admin Charge (INR per day) : 2.88 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Minimum daily wage (INR) exclusive of GST : 724 • Number of working days in a month : 26 • Provident Fund (INR per day) : 69.23 • ESI (INR per day) : 23.54 • Tenure/ Duration of Employment (in months) : 24

Buyer Added Bid Specific Terms and Conditions

1. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or

otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

---Thank You---



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

विमानपत्तन निदेशक का कार्यालय
OFFICE OF THE AIRPORT DIRECTOR

लुधियाना हवाईअड्डा, लुधियाना
LUDHIANA AIRPORT, LUDHIANA

स्कोप ऑफ वर्क दस्तावेज
SCOPE OF WORK & JOB DESCRIPTION
(Tender Document)

(No. AAI/LDH/Tech/GeM Tender (Manpower)/2022/01)

(Bid No.: GEM/2022/B/2083678, dated 02-04-2022)

NAME OF WORK: PROVIDING MANPOWER - 03 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA AT LUDHIANA AIRPORT, LUDHIANA (FOR 02 YEARS).

Note: - In case of any conflict between the “Terms and conditions of GeM Portal” and “Terms and conditions mentioned in this “Scope of work & Job Description (Tender Document)”, the terms and conditions mentioned in “Scope of work & Job Description (Tender Document)” will prevail.

This is to certify that; this tender document contains total 25 nos. pages.

The following documents shall be submitted on GeM portal for Pre-Qualification cum Technical Bid evaluation:

- (i) Copy of GST Registration Certificate (GSTIN) of the Tenderer.
- (i) **Experience** Certificate for successfully/ satisfactorily executed work of providing similar type of work of providing manpower to Govt. OR Private firms during last 07 (Seven) years, as mentioned in para 2.1 of GIG of Scope Work & Job Description (Tender Document).
- (ii) **Capability:** Copies of Annual Reports/Balance Sheets along with Profit & Loss account statement, for previous three financial years, duly audited by Chartered Accountant, as mentioned in para 2.2 of GIG of Scope Work & Job Description (Tender Document).
- (iii) Photo copy of Registration Certificate of PF and ESI issued by appropriate government authority or if presently not registered submit an **undertaking** on letter head stating that they will get registered, Obtain and deposit their ESIC and EPFI Registration Certificate Number to the AAI on award of the work.
- (iv) Annexure-I (On firm's letter head): - Unconditional Acceptance of AAI's Terms & Conditions, as per Annexure-I (i.e. declaration by Tenderer) of Scope Work & Job Description (Tender Document).
- (v) Annexure-II (On firm's letter head): - Earnest Money Deposit (EMD) declaration as per Annexure-II of Scope Work & Job Description (Tender Document).
- (vi) Annexure-III (On firm's letter head): Undertaking Payment of minimum wage as per Annexure- III of Scope Work & Job Description (Tender Document).
- (vii) Annexure-IV (on firm's letter head): -Undertaking by the Proprietor of the firm that Proprietor/Partners of theFirm and Firm itself were not indulging in any criminal cases in the past as per Annexure-IV of Scope Work & Job Description (Tender Document).
- (viii) Annexure-V (on firm's letter head): Undertaking of debar & black list as per Annexure- V of Scope Work & Job Description (Tender Document).
- (ix) Annexure-VI (on firm's letter head): Declaration by the Contractor/Tenderer, regarding employment of members of family /relatives in AAI as per Annexure-VI of Scope Work & Job Description (Tender Document).

AIRPORTS AUTHORITY OF INDIA

NAME OF WORK: - “PROVIDING MANPOWER - 03 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA AT LUDHIANA AIRPORT, LUDHIANA (FOR 02 YEARS).

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AIRPORTS AUTHORITY OF INDIA

SECTION – A: GENERAL INFORMATION AND GUIDELINES (GIG)

1. PURPOSE AND SCOPE OF DOCUMENT:

“PROVIDING MANPOWER - 03 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA AT LUDHIANA AIRPORT, LUDHIANA (FOR 02 YEARS)” AT AN ESTIMATED COST OF **Rs. 22,42,656/- (WITH 18% GST)**

with period of completion as 24 months under given below details: -

- (a) 03 Nos. Drivers (Skilled) for operating/driving of AAI vehicles (Jeeps/Tractor etc.) at Ludhiana Airport, Ludhiana for 6 days in a week.

Note: : The contract period shall be for **two years** and duration of the service contract may be extended up to 12 months, beyond the initial contract duration, (subject to satisfactory performance and mutual consent).

2. The Firms fulfilling the following Pre-Qualifying conditions criteria are eligible to participate in the tender:

2.1. EXPERIENCE:

Experience of having successfully executed work of providing similar type of work of providing manpower to Govt. OR Private firms during last 07 (Seven) years ending on last date (extended date) of submission of bids in India, should be either of following:

Should have satisfactorily completed (Phase/part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted) three works, each of **Rs. 8.97 Lakhs (with GST)** or Two works each of **Rs. 13.45 Lakhs (with GST)** or One work of **Rs. 17.94 Lakhs (with GST)** in a single contract of similar nature of work (of providing manpower services) during last 07(Seven) years ending on last date (extended date) of submission of bids in India.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Firm showing work experience certificate from non-government /non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate in support of their claim for having experience of stipulated value of work.

2.2 Capability:

Should have annualized average annual **financial turnover** of **Rs. 3.36 Lakhs (with GST)** against works executed during last three years ending on 31st March of previous financial year. **As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account statement of the firm**, duly certified by a Chartered Accountant, should be submitted along with the Pre-Qualification and Technical Bid. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

2.3 Registrations:

2.3.1 i) Should possess valid GST Registration.

ii) Should possess valid Permanent Account Number (PAN) from Income tax Deptt.

iii) Should possess Valid EPFI and ESIC Registration number. The tenderer who are presently not registered with appropriate ESIC and EPFI registration authority are also eligible to apply provided they submit an undertaking stating that they will get registered,

Obtain and deposit their ESIC and EPFI Registration Certificate Number to the AAI on award of the work.

On award of work, the Execution of work by such tenderers shall be allowed only after deposition of above certificates.

3. This tender document includes requirements in respect of description of work, details of end locations, delivery schedules, payment schedules etc.
4. The bidder shall assume complete responsibility for “PROVIDING MANPOWER - 03 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA AT LUDHIANA AIRPORT, LUDHIANA (FOR 02 YEARS)”
5. Following department of AAI will be carrying out the tender processing through **GeM portal**.

Department	Tender Details	Earnest Money Deposit (EMD)
Airports Authority of India, Ludhiana Airport, Ludhiana Technical Section.	Tender for “PROVIDING MANPOWER -03 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA AT LUDHIANA AIRPORT, LUDHIANA (FOR 02 YEARS)”	Exempted. However, earnest Money declaration is to be submitted on letter head as per Annexure-VI.

6. Bid Document:

- 6.1 The tender document consists of three sections. The Bidder shall go through all these sections;
Section A: General Information and Guidelines (GIG)

Section B: General Conditions of contract (GCC)

Section C: Special conditions of the tender document (SCC)

Bidders shall comply with each clause of all the three sections.

- 6.2 The instructions in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the terms and conditions by the bidder.

7. Clarifications of Bid Documents:

- 7.1 AAI makes no representation or guarantee as to the completeness or accuracy of any response, nor does AAI undertake to answer all the queries that have been posted by the Bidders.

8 Period of Validity of Bids:

The Bids shall remain valid for **60 days** from end date of submission of bids. AAI shall summarily reject a bid as non-responsive if found valid for a shorter period. Only in exceptional circumstances, AAI may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing.

9 Post Tender Qualification for Technical Evaluation:

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

- 10 If any document submitted in 'Pre-Qualification cum Technical Bid' is found to be false or fabricated, black listing of the bidder as per AAI norms may be carried out.
- 11 Airports Authority of India reserves the right to reject any or all tenders, without assigning any reasons thereof, and to call for any other details or information from any of the bidder.

12 Composition of Bids and General Guidelines for bid process:

- 12.1 The Pre-qualification cum Technical bids will be opened online by AAI at the time and date as scheduled for the same. All the Statements, documents, Certificates etc., uploaded by the bidders shall be downloaded and verified for Pre-qualification cum Technical evaluation.
- 12.2 The clarifications, particulars, if any, required from the bidders, will be obtained through query provision available in GeM Portal.

14. Pre-Qualification cum Technical Bid Submission:**The following documents shall be submitted on GeM portal for Pre-Qualification cum Technical Bid evaluation:**

- (i) Copy of GST Registration Certificate (GSTIN) of the Tenderer.
- (x) **Experience** Certificate for successfully/ satisfactorily executed work of providing similar type of work of providing manpower to Govt. OR Private firms during last 07 (Seven) years, as mentioned in para 2.1 of this GIG.
- (xi) **Capability:** Copies of Annual Reports/Balance Sheets along with Profit & Loss account statement, for previous three financial years, duly audited by Chartered Accountant, as mentioned in para 2.2 of this GIG.
- (xii) Photo copy of Registration Certificate of PF and ESI issued by appropriate government authority or if presently not registered submit an **undertaking** on letter head stating that they will get registered, Obtain and deposit their ESIC and EPFI Registration Certificate Number to the AAI on award of the work.
- (xiii) Annexure-I (On firm's letter head): - Unconditional Acceptance of AAI's Terms & Conditions, as per enclosed Performa as per Annexure-I (i.e. declaration by Tenderer).
- (xiv) Annexure-II (On firm's letter head): - Earnest Money Deposit (EMD) declaration as per Annexure-II.
- (xv) Annexure-III (On firm's letter head): Undertaking Payment of minimum wage as per Annexure- III.
- (xvi) Annexure-IV (on firm's letter head): -Undertaking by the Proprietor of the firm that Proprietor/Partners of the Firm and Firm itself were not indulging in any criminal cases in the past as per Annexure-IV.
- (xvii) Annexure-V (on firm's letter head): Undertaking of debar & black list as per Annexure- V.
- (xviii) Annexure-VI (on firm's letter head): Declaration by the Contractor/Tenderer, regarding employment of members of family /relatives in AAI as per Annexure-VI.

15. Financial Bid:**14.1 Currency of quote shall be Indian Rupees.**

- 14.2 It shall be clearly understood and noted that Financial Bid of the tender document is for pricing alone. No condition, whatsoever, shall be stipulated in this part.
- 14.3 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, except statutory Indian Govt. taxes and levies.
- 14.4 Tenders, in which any of the particulars and prescribed information are missing or are incomplete,

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

- 14.5 AAI reserves the right to reject any or all tenders without assigning any reason. The Financial bids of the bidders who do not qualify in Technical bid evaluation shall not be opened. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental to it. The documentation submitted by tenderers shall not be returned.

15 Evaluation of Pre qualification cum Technical Bids:

- 15.1 To shortlist technically qualified bidders, the Pre-Qualification cum Technical bids shall be scrutinized by AAI to ensure whether the same are in conformity as per GIG Section-A. For this purpose the documents submitted by the bidders as required in clause 13 shall be scrutinized to ascertain whether these documents are in order and meet the requirement of AAI.
- 15.2 However AAI may seek clarification on technical details or any other information deemed necessary. Such queries raised on-line on e-Procurement portal shall be replied on-line positively by the bidder, within the time specified, failing which the evaluation shall be done based on the information available.
- 15.3 At no cost to AAI, as a part of Pre-Qualification cum Technical Evaluation bidders participating in this tender may be required to demonstrate operational and technical requirements or specifications, at a location considered fit by bidder in consultation with AAI.
- 15.4 AAI shall evaluate the bids to determine whether they are complete, the documents have been properly signed and the bids are in order.
- 15.5 AAI will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms all the terms and conditions of the Bid documents without material deviations. AAI's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A bid determined as substantially non-responsive will be rejected by AAI.
- 15.6 The tenders received and accepted shall be evaluated by AAI to ascertain the complete scope contained in the tender document.

16. Opening of the Financial Bids:

- 16.1 Financial Bids of those bidders who qualify in Pre Qualification cum Technical bid evaluation shall be opened by AAI.
- 16.2 No correspondences/ representations shall be entertained from the bidders after opening of Financial Bid of the Tender on tendering process.

17. Evaluation of Financial bids:

- 17.1 The tenders shall be compared based on prices quoted by the bidders for providing manpower.
- 17.2 AAI's decision in the evaluation process shall be final and binding on all Bidders.

18 Award of contract:

- 18.1 The acceptance of the tender shall be intimated to the successful bidder(s) by AAI through Fax/ letter/telephone/ e- mail etc.
- 18.2 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Technical Bid, he will be asked to provide it through short fall documents folder in GeM portal.

The bidder shall upload the requisite clarification/documents with in time specified by AAI, failing which tender will be liable for rejection.

- 19 Consortium/Joint Venture companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
 20. 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/Proprietors 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.
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AIRPORTS AUTHORITY OF INDIA**SECTION –B: GENERAL CONDITIONS OF CONTRACT (GCC)**

1. Tenders are invited on behalf of the Chairman, Airports Authority of India for the work as mentioned in the summary of tender document.
2. The Tender shall be in the prescribed form.
3. A Contractor shall not submit more than one Tender.
4. No two or more concerns/firms in which an individual is interested as Proprietor and/or Partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.
5. The Airport Director, Airports Authority of India, Ludhiana Airport, Ludhiana, shall be the Accepting Officer herein after referred to as such for this contract.
6. 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.
7. 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 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. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
8. A responsive bidder is one who submits priced bid and accepts all terms and conditions of the Specifications and contract documents without any major modifications.
 - a) 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.
 - b) A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
9. On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from Airports Authority of India.
10. Taxes as applicable in respect of this contract shall be payable by the contractor and may be deducted at source. Airports Authority of India will not entertain any claim whatsoever in this respect.
11. This document shall form part of the contract document/agreement.

SECTION C: SPECIAL TERMS & CONDITIONS OF CONTRACT

1. The following special conditions shall be read in conjunction with AAI General Conditions of Contract. If there are any provisions in the special conditions of contract which are at variance with provision of General Condition of Contract (AAI). The provision in these special conditions shall take precedence.
2. **The agency shall apply for the Security Clearance from Bureau of Civil Aviation (BCAS) in respect of the Agency and their Partner/Proprietor online to BCAS through <https://esahaj.gov.in> before entering into the contract. In addition, Agency has to submit Security Program in respect of the Agency to BCAS through Airport Director Ludhiana.**
3. If any criminal case against the agency, their Partner/Proprietor found during the course of contract, the same will be terminated immediately and no Airport Entry Passes will be issued to their Proprietor and Staff which are engaged for duty. In such case Security Deposit shall be forfeited.
4. The agency shall provide necessary services by deploying their regular employees under their supervision, subject to inspection by AAI authorized Officer.
5. The contractor should quote the rates very carefully considering current rates of minimum wages & all statutory requirements as detailed below.

The current rate of minimum wages (w.e.f. 01.10.2021) as prescribed by CLC for Class B city(Ludhiana) is given below for reference: -

Sl. No	Details	Skilled Manpower (Rates in rupees)
	BASIC + VDA per Day per manpower	724
a	BASIC + VDA (For 26 Working days)	18824
b	ESI (3.25% of Basic + VDA)	612
c	EPF (12% of BASIC + VDA) (Max Rs 1800)	1800
d	EDLI (0.5% of BASIC + VDA) (Max Rs 75)	75.0
e	Admn. Charges (0.5% of BASIC + VDA) (Max Rs 75)	75.0
f	Bonus (8.33% of BASIC + VDA)	1568
g	TOTAL (a to g)	22954
h	Contractor Service Charges per Manpower in Rupees – (Including - a) Cost of consumables charges- b) Uniform Expenses c) Any other charges)	
i	TOTAL (g+h)	
j	GST on i (@ 18%)	
k	Final Quoted Cost (i+j) (per driver for 26 Working days)	

6. Current Rate of Airport Entry Permit (AEP) is @75 per permit issued by BCAS) & Aerodrome

Driving Permit (ADP), @Rs 200 per permit issued by AAI.

7. The price quoted shall be firm inclusive of minimum wages, contractor profit, GST, uniform expenses and AEP/ADP charges, etc. for the contract period. In case of any increase in minimum wages during the contract period, same shall be reimbursed to contractor on production of documentary evidence. No additional payment such as contractor profit will be reimbursed due to increased wages.
8. The contractor must ensure that in any case the wages paid to the workers should not be less than minimum wages as prescribed by CLC for Class B city (Ludhiana) and to be paid up to seventh of every month.
9. The contractor must pay bonus @ 8.33% on actual payment to each worker which will be verified on submission of documentary evidence. In case of non-payment of Bonus by contractor, penalty will be levied as deemed fit by AAI.
10. The Contractor must make extra payment for performing extra duties or duties performed on all 03 National Holidays, if any to each worker. Same shall be reimbursed by AAI on submission of documentary evidence as per applicable rates.
11. As rates on GeM portal are inclusive of all, it is considered that price quoted shall be inclusive of EPF, ESI and Bonus and the same will not be reimbursed unless specified by GeM portal. ESI & EPF amount paid to the statutory authorities by the contractor shall be verified on basis of submission of documentary evidence i.e. copy of ECR with detailed statement of each manpower. If EPF/ ESIC contributions are not paid by the contractor, AAI reserves the right to withhold 26% for PF & 6% for ESI from total amount of bill for that particular month.
12. The contractor shall intimate PF and UAN account number and ESI registration number for his all employees after award of work and shall have continue valid PF account number and ESI registration number till actual completion of contract.
13. **Manpower (DRIVERS Qualification):** Contractor shall have to employ experienced/qualified worker having valid driving license for driving Jeeps/Tractor for grass cutting /Ambulance etc. AAI vehicles. He should follow the safety rules of operational area. He should be proficient in driving, minor maintenance of the vehicles, daily check of tyre pressure, lubrication oil and radiator coolant etc. He should also perform the duties as and when assigned by the Airport Director or his representative.
14. **Acceptance of Abnormally low quoted bid (Capital & Revenue Expenditure Contract)**
Wherever the quoted amount of the lowest bidder is lower than the justified cost by more than 25% lowest bid can be termed as abnormally low quoted bid (ALQB). Processing of such bid shall be as follows: -
 - 14.1 The bid processing manager shall seek from lowest bidder, a Bank guarantee amounting to 10% of the difference between 75% of the justified cost and the cost quoted by the bidder. This bank guarantee shall be termed as Quality Protection Bank Guarantee (QPBG) and shall be over and

- above the normal bank guarantee and shall be valid up to the completion of the work.
- 14.2 The lowest bidder to submit the QPBG within 10 days of issue of letter from bid manager.
 - 14.3 On receipt of QPBG from the lowest bidder, the bid processing manager shall submit the case to the officer competent to accept the tender as per delegation of powers.
 - 14.4 In case of percentage rate tenders QPBG shall be asked for 10% of the difference between 75% of the justified cost the corresponding cost worked out on the basis of percentage quoted by the lowest bidder.
 - 14.5 The QPBG for any tender shall be as fixed amount as one time measure and will not vary at any stage during the currency of the work or contract.
 - 14.6 The justified cost worked out by AAI shall be final and binding on the contractor.
 - 14.7 In case the lowest bidder fails to submit QPBG within stipulated time, as decided by Bid manager or contractor does not transfer/deposit salary of the individual worker to his/her bank account which should be linked with AADHAR and do not submit statement to AAI as the case may be the tender shall be rejected/foreclosed and EMD/SD collected till date shall be forfeited.
 - 14.8 In case of non-execution/completion of the work, QPBG and EMD/SD collected till date shall be forfeited.
15. The contractor shall provide a list of contract Workers engaged for contract work along with their PF and UAN Account. No. & ESI Registration number within one month from award of work.
 16. Before deploying the worker, contractor shall submit declaration form duly signed by worker and counter signed by employer along with his qualification certificate, experience certificate, police verification, Address proof, Identity proof and photo etc.
 17. The contractor must provide winter and summer uniform i/c shoes for all workers on duty. In case workers are found not wearing uniform, penalty @100/- per person/per day shall be imposed. The details of uniform shall be as under.
 - i. Two Pants and two Shirts for one year.
 - ii. One number of full sleeves woolen Jersey for one year.
 - iii. One pair of leather shoes with two pair of socks for one year.
 - iv. One high visibility reflective Jacket (To be worn when working in Operational area).
 18. The Contractor shall arrange Character & Incident verifications & pay the fees required for Airport Entry Pass issued by BCAS and necessary Driving Permit from the concerned Airport officials in respect of MTD & Vehicle Entry Permit & pay the fees as required for use of Vehicles inside Operational areas of the Airport, as applicable.
 19. No duty shall go vacate, if any of the worker goes on leave a suitable substitute has to be deputed by the contractor. In case, no one is deputed and the duty remains unattended, the same will be recovered double rate of prevailing minimum or as per GeM SLA wages and the contractor shall be fully responsible for any problems in operational duties due to absence of the worker.
 20. The contractor shall provide copies of PF & ESI Electronic Challan cum Receipts of monthly contributions in respect of contract workers engaged for contract work on month to month basis. If PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dated, AAI reserves the right to withhold 26% for PF & 6% for ESI from total amount of bill for that particular month.
 - 21. Inspection of site:**
The Contractor shall be deemed to have satisfied himself as to the nature of the site of work, local facilities of access availability etc. and all other matters affecting his prices for the execution and completion of work. He is required to make himself fully acquainted with the nature and scope of works to be carried out.

22. Sufficiency of tender:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works to be carried out which would cover all his obligations under the contract, and all matters and things necessary for the proper completion and maintenance of the works to be carried out.

23. Contractor's Representatives, Agents and workmen:

- 23.1 The contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor, by third parties or by central authority or any political subdivision thereof.
- 23.2 The contractors shall employ only Indian Nationals and verify their antecedents and loyalty before employing them on the work. He shall ensure that no person of doubtful antecedent and nationality is in any way, associated with the works.

24. Bye Laws:

The contractor shall comply with all bye-laws and regulations of local and other statutory Govt. authorities having jurisdiction over the works to be carried out/services to be provided and shall be responsible for payment of all fees and other charge and for giving and receiving of all necessary notices and keep AAI office, informed of the said compliance with the bye- laws, payment made notices issued and received.

25. PAYMENT:-

The bill shall be raised monthly by the contractor in triplicate along with following documents & records and be submitted to Airport Director, Ludhiana Airport by 7th of each month and payment there of shall be made by AAI, (by Electronic Money transfer directly to the account) within fortnight subject to Undisputed claim:

- a) Attendance of the Manpower provided to the AAI for Job Work/Services during the month.
- b) Statement of payment made by contractor in previous month in respect of Manpower provided to AAI for Job Work/Services provided for Operation of Vehicles with regard to (a) Attendance (b) Wage including VDA, (c) EPF, (d) ESI and (e) Bonus of contractor including deductions from each person's as individual contribution in each head as per Government norms and net payment made by the contractor to each person. In addition any other records as per prevailing provisions of labour laws issued by local Government Authority.
- c) Proof of ESI payment made in previous month to appropriate Government Authority (Copy of ECR) in respect of Manpower provided to AAI.
- d) Proof of EPF payment made in previous month to appropriate Government Authority (Copy of ECR) in respect of Manpower provided to AAI.
- e) Undertaking by contractor for compliance of all labour laws and payment of minimum wages to manpower provided to AAI in previous month. No dues certificate duly signed by each worker need to be submitted in this regard.
- f) Payment to the Manpower deployed for Job work/Services for above said work by the contractor to be made on or before 7th of each month directly in the bank account of the manpower and bank statement showing salary deposited must be submitted every month along with bill.
- g) In the event of any dispute the decision of AAI shall be final and binding on Contractor.

26. PAYMENT OF WAGES:-

- 26.1 The payment to be made by contractor to manpower provided for services /Job Work for above said work shall not be less than minimum wages as prescribed by the Central Govt. for Class B city (Ludhiana). The contractor shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation and Abolition) Act. Minimum Wages Act, Bonus Act Gratuity Act, Employees Provident fund Act, Motor vehicles Act, Industrial Dispute Act, and other industrial enactment's at his own cost and risk, in respect of all staff employed by him. If due to any reason whatsoever, the AAI is made liable for any acts of omissions and commissions under laws in force, it shall be payable by the contractor and all such liabilities shall be recovered by the AAI from any dues payable by AAI to the contractor and/or from security deposit of the contractor and available properties and sources of contractor through process of law.
- 26.2 Contractor shall comply all statutory provisions various acts in respect of manpower provided for services /Job Work for said work like EPF, ESI, Labour License etc. in respect of manpower provided to AAI issued by appropriate Government Authority (ies) and produce necessary voucher for proof of payment made to appropriate authority in respect of EPF, ESI, Bonus etc in next month bill towards the manpower provided to AAI, failing which their next month payment would not be processed. The payment of wages should be made directly by the contractor to his workmen's bank account and not through any other agencies.
- 26.3 In case of non-payment of wages or any other dues of any workman engaged and provided for Job Work to AAI by contractor, AAI reserves the right to make payment and to recover the amount of such payment from bill of contractor or from any amount payable to him under any contract or as debt payable by contractor.
- 26.4 Release of payment to the contractor each month shall be subject to the contractor satisfying the AAI that the contractor has paid prescribed minimum wages to his workers provided for Job Work to AAI during the previous month and documents/proof submitted by contractor in terms of Para No. 22.1.1 to 22.1.5 above.
- 26.5 If at any point of time during currency of contract awarded to the successful firm, the rate quoted by contractor for Job Work and payment of Wages to their worker including VDA and approved by AAI falls lower than minimum wage including VDA declared by appropriate Government Authority, contractor may submit necessary application for revision of rate of minimum Wage including VDA and related statutory contributions by AAI (percentage of Wage including VDA in respect of ESI, EPF and Bonus excluding contractor service charge) to the O/O the Airport Director, Ludhiana and the difference will be reimbursed to the contractor without any change in contractor profit. Contractor must ensure payment of minimum wage to manpower provided to AAI for Job Work and related statutory contributions (ESI, EPF and Bonus) by AAI and contribution by each person & deposition with appropriate Government Authorities as per prevailing laws during currency of contract.
- 26.6 On award and commencement of contract within one month, contractor must submit an affidavit on non-judicial stamp paper before the officer concerned that they are fully observing the Minimum Wage Act 1948, payment of minimum wages to labours, deduction of provident fund amount at the prescribed rate and timely deposit to the P.F. account in legal obligation under the Labour (Regulation and Abolition) Act 1970.

27. COMPLIANCE OF VARIOUS ACTS ON LABOUR:

- 27.1 Contractor has to obtain the valid labour license from the Regional Labour Commissioner before engaging and deputing the workmen at this site under the contract labour (R&A) Act, 1970 and the contractor labour (Regulation and Abolition) central Rules 1971. The labour license shall be valid for entire contract period and extension period of contract. Required form V (Form of certificate by principal employer) to be issued by AAI immediately after award of work for obtaining the labour license.

- 27.2 The contractor shall ensure regular and effective supervision and control Job Work by their personnel deployed by him and give suitable direction for undertaking the contractual obligations.
- 27.3 The contractor must comply with necessary statutory requirement on contract labour regulations and abolition act 1970 & any amendments thereof. Any violation for not following the labour laws shall be contractor's responsibility.

28. RECORDS: -

- 28.1 The contractor shall keep and maintain each and all records as required to be maintained by the contractor under the Contract Labour (Regulation and Abolition) Act 1970, the factories Act, the payment of Wages Act and /or any other applicable laws, rules or regulations, and shall furnish to the concerned officers/authorities in this behalf of any and all information, reports and return as are required to be furnished by the contractor under any such laws, rules or regulations.
- 28.2 The AAI shall be entitled at all times to carry out any check or inspection of the contractor's facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under provisions. Any violation shall, without prejudice to any other rights or remedies available to the AAI, constitute a ground for termination of the contract as though specifically set for under clauses of GCC thereof.

29. CHANGE IN QUANTITY:

The AAI reserves the right to vary the quantity of Man Power or group of Manpower to be ordered as specified in the Tender as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the tender shall be limited to 25% of the original quantity ordered during the currency of the contract.

30. The Authority will not be responsible for any injury sustained by the workers during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. To comply with all liabilities out of any provision of labour acts/- enactment's either in force or enacted from time to time during the execution of this contract shall be the responsibility of agency. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Further, more, the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.
31. The agency will carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards to the nature of service or as regards to the personnel driving the service, the Authority shall intimate to the agency who shall attend the complaints promptly.
32. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.
33. Agency/contractor shall arrange for police verification of character & antecedents, Airport Entry Passes (from BCAS) and Airside Driving Permit of manpower to be provided at Agency/Contractor Cost.
34. Contractor shall provide the photo identity card/badge & uniform and Reflector Jackets (for the persons working in operational area) to all his employees, indicating name, designation etc.
35. Contractor must nominate one supervisor who shall be available at the O/o Airport Director, as per AAI requirement for proper liaisoning.

36. If the AAI is not satisfied with the conduct, behavior etc. of any of the staff/ operating crew of contractor, the contractor shall replace the person concern as per advice of the AAI.

37. PENALTY (will be as below or as per GeM SLA whichever is higher):-

- 37.1 A penalty of Rs 200/- per day per occasion shall be made in addition to prorated deductions from the contract amount for the days of absentees of contractor's employees.
- 37.2 In case the driver/asstt. mech. reports later than by 40 minutes of the requisitioned time, the contractor shall pay an amount of Rs.100/- for each occurrence to the AAI.
- 37.3 In case the driver does not keep his assigned Vehicle / Equipment clean and fails to maintain them as per the directives of AAI, an amount of Rs.100/- for each occurrence (after initial 03 cautions), will be deducted by AAI.
- 37.4 Amount of all above penalties will be deducted from the monthly bills/security deposit or any other dues of the Contractor

38. ARBITRATION AND LAWS:

- i. Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions wherein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, design, drawing, specifications, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion of abandonment thereof shall be referred to sole arbitration as may be appointed by the Chairman, Airports Authority of India, There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons. The Chairman, Airports Authority of India at the time of such transfer, vacation of office inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract such person shall be, entitled to proceed with the reference from the stage at which it was left by predecessor. It is also in term of this contract that no person other than a person appointed by Chairman, AAI as aforesaid should act as arbitrator and if for any reasons, that is not possible, the matter is not to be referred to arbitration in all cases where the amount of the claim is dispute is Rs.50,000/- (Rupees Fifty Thousand only) and above, the arbitrator shall give reasons for the award. Subject as aforesaid the provision of the Arbitration and conciliation Act 1996 or any statutory modification or re-enhancement thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. In case of disputes between two Govt. of India Undertakings, provisions as mentioned in Bureau of public Enterprises letter No. Bre/GI-001/16/MAN-2(100-75-BPE) (GM-1) dated 01.01.1976 and its amendment from time to time shall apply.
- ii. It is a 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 amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent or the parties extend the time, for making and publishing the award.
- iii. The work under the contract shall, if reasonable possible, continue during the arbitration proceedings and no payment due or payable to contractor shall be withheld on account of such proceedings.
- iv. The Arbitrator shall be deemed to have entered on the reference on the date he issued

notice to both the parties fixing the date of the first hearing.

- v. The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.
- vi. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

This contract shall be governed by the Indian Laws for the time being in force.

39. Dispute Resolution Committee

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

40. TERMINATION OF CONTRACT

- 40.1 Without prejudice to the right of termination provided under the General conditions of contract (GCC) or without prejudice to any other remedy available to the contract in this behalf, the AAI may terminate the contractor at any time on giving the contractor, not less than 30 days notice in writing, if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which the Airport Director, AAI, Ludhiana Airport, Ludhiana shall be the sole judge. Contractor may also terminate the contract at any time on giving the AAI, not less than 90 days notice in writing.
- 40.2 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed upto the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipments, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- 40.3 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the out right termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.
- 40.4 The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- 40.5 Notwithstanding anything contained above, if the contract is terminated on the ground of force major, AAI will not be responsible to pay any compensation.

41. EARNEST MONEY AND SECURITY DEPOSIT:

41.1 The declaration for earnest money shall be submitted by the contractor in Technical bid, failing which the tender may not be considered and rejected outright.

41.2 Security deposit: The contractor, whose tender is accepted, will be required to furnish security deposit for the due fulfillment of this contract, which will amount to a sum equal to @3% of contract value, within 30 days from the date of issue of work order (excluding taxes, duties, transportation charges, if any). The security deposit shall be furnished in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee in case it works out more than One Lac in favour of Airports Authority of India, Ludhiana drawn on a Nationalized /Scheduled Bank (As per RBI Schedule) having office in India and payable at Ludhiana. No interest on security deposit is payable by AAI.

OR The Security Deposit shall be deducted from the running bills, which shall be released after successful completion of Defects Liability Period.

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

42. SUBLETTING OF CONTRACT:-

Directly or indirectly, the Contractor shall not Sublet the Work/Contract/assigned to other agencies/parties without obtaining written permission from the AAI which reserve all the rights in this regard.

43. AGREEMENT:

- (i) All the terms and conditions underwritten in the tender Document with set of General Conditions, Conditions of Contract, Special Conditions, specified in Scope of work. Annexure – I to VII and those which would form of work order placed on successful tenderer shall form the part of the agreement to be made with the AAI.
- (ii) In the event of issuance of “letter of Intent” to the contractor, he will notify to the O/o Airport Director, AAI, Ludhiana Airport, Ludhiana (Punjab), about the date of PRE-DEPLOYMENT INSPECTION /PERFORMANCE CHECKS & TESTS etc. and present the manpower to him for above purpose. THE PRE- DEPLOYMENT INSPECTION/ PERFORMANCE CHECKS & TESTS etc will be carried out in the presence of In-charge (Ops./Tech.) OR his designated person within the time frame as prescribed by him.
- (iii) On the satisfactory inspection and acceptance of manpower by In-charge (Ops./Tech.) OR his designated person, the contractor will have to execute a work contract Agreement on a sum of Rs. 100/- (OR to an amount which fulfils the legal obligations of such contract), on a Non-Judicial Stamp paper, duly attested by an oath commissioner, at his own cost.
- (iv) Affidavit of payment of minimum wage on Rs. 100/- Non judicial stamp paper as per Annexure- III, and Undertaking of debar & black list on Rs. 100/- Non-judicial stamp paper as per Annexure- V have to be submitted by the contractor on Award of Contract.
- (v) Self attested copy of this Tender Document has to be submitted by the contractor on Award of Contract.
- (vi) Only inspected and accepted manpower will be provided during the period of contract except for sick or leave the job etc for which the Contractor will have to provide adequate and suitable replacement of staff to AAI. During the currency of contract, if contractor desires to

change his existing staff, he will have to submit a written notice along with the replacement staff and the same will be allowed by In-charge (Ops./Tech.) OR by his designated person, only after his satisfactory verification.

42. **(NOVATION CLAUSE)** The contract shall not be affected by the change of AAI office within the same state.

Annexure -I**UNCONDITIONAL ACCEPTANCE LETTER**

(On Company's Letter head)
(To Be Submitted with Technical Bid)

To,
The Airport Director
Airports Authority of India
Ludhiana Airport

ACCEPTANCE OF AAI'S TENDER CONDITIONS

Sir,

I/We have read and examined the following documents relating to the work of **“PROVIDING MANPOWER - 03 NOS. DRIVERS FOR JOB WORK OF DRIVING VARIOUS TYPES OF VEHICLES OF AIRPORTS AUTHORITY OF INDIA AT LUDHIANA AIRPORT, LUDHIANA (FOR 02 YEARS).”**

- a) Section –A, - General information and Guidelines.
- b) Section –B, - Conditions of Contract.
- c) Section –C – Special conditions.

1. I/We hereby tender for execution of the work referred to in the aforesaid documents upon the terms & conditions contained or referred to therein and in accordance in all respects with the specifications and other relevant details for the period (S) of completion as stipulated at SL. No. 1 in Section “A”. In consideration of I/We being invited to tender and promise by AAI to consider the award of work if I/We are found to be the lowest responsive bidder as stipulated in the condition of the contract, I/We agree to keep tender open for acceptance for one hundred eighty (180) days from the due date of submission thereof and not to make any modifications in its terms & conditions which are not acceptable to AAI,
2. I/We agree that AAI shall, without prejudice to any other right or remedy, be at liberty to forfeit the fully said earnest money absolutely and I/We shall not be considered as unsuccessful tendered for the purpose of return of earnest money as provided in the notice inviting tender. Should this tender be accepted,
3. I/We hereby agree to abide by and fulfil all terms, conditions & provisions of aforesaid documents. If after the tender is accepted, I/We fail to commence the execution of the works as provided in the conditions. I/We agree that AAI shall without prejudice to any other right or remedy, be at liberty the forfeit to fully said earnest money absolutely and take suitable action against me/us deemed fit under the terms & condition of the contract.
4. I/We agree that should AAI decide to forfeit earnest money as aforesaid, unless a sum equal to the earnest money mentioned above is paid by me/us forthwith, AAI may at its option recover it out of the deposit and in the event of deficiency, out of any other moneys due to me/us or otherwise. If the tender is accepted, I/We agree that the earnest money deposited at the time of tender shall be treated as part of security deposit and the balance security deposit shall be paid by me/us in terms of terms & condition of Contract.
5. 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 in AAI.
6. Whereas I/We have carefully read the terms incorporated in the general conditions of the contract as well as terms & work and whereas I/We do agree to abide by rules Regulations and obligations to be fulfilled under this tender documents. I/We hereby quote the following rates for the performance of, the contract taking into considerations charges and other overhead charges i.e. salary and wages of person(s) provided by me including payment of all taxes, ESI, EPF, Bonus etc.

(Signature of the Tenderer)

Contractor Name _____
Agency / firm / Party / Name- _____
Seal _____
Address _____
E-mail- _____
Contract phone Nos _____
Date- _____

Annexure-II**Performa for Earnest Money (EMD) Declaration**

(On Company's Letter head)

(To Be Submitted with Technical Bid)

Whereas, I/we,(Name of the agency).....have submitted bid for "Providing Manpower - 03 Nos. Drivers For Job Work Of Driving Various Types Of Vehicles Of Airports Authority Of India At Ludhiana Airport, Ludhiana (For 02 Years)".

I/ We, hereby submit following declaration in lieu of submitting Earnest Money Declaration.

1. If, after 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 Tender Documents,

Or

2. If, After the award of work, I/We, fail to sign the contract , or to submit performance Guarantee before the deadline defined in Tender Documents,

I/We, shall be suspended for One Year and shall not be Eligible to Bid for AAI tenders from the Date of issue of suspension order.

Contractor Signature

Contractor Name

Seal

Date-.....

ANNEXURE- III

(Compliance with the legal obligations as per minimum wages Act)

(On Company's Letter head)

(To Be Submitted with Technical Bid)

I, _____, age _____ years S/o _____,
proprietor/ Managing Partner / Managing Director of M/s _____,
having address _____ do hereby solemnly
affirm and state as follows;

I am competent to swear this affidavit on behalf of _____ (name of the agency) _____ and hereby
confirm that I am fully complying with the legal obligations with regards to payment of minimum wages as per
minimum wages Act – 1948 and deduction of Provident Fund Authorities as per EPF & MP Act – 1952 and
Contract Labour (Regulation and Abolition) Act, 1970.

Date:

Contractor Signature

Contractor Name

Seal.....

Date-.....

(Notary)

Annexure- IV

UNDERTAKING
(Regarding Police/ Court Case)
(On Company's Letter head)

(To Be Submitted with Technical Bid)

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

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

Contractor Signature

Contractor Name

Agency / firm / Party / Name-.....

Address

Seal

Date-

ANNEXURE –V

UNDERTAKING**(Regarding Debarred/ Blacklist)****(To Be Submitted with Technical Bid)**

I/We on behalf of M/s
..... do here by by solemnly affirm and
state as follows:

Our firm is not debarred/ blacklisted by AAI or Central/ State Govt. Depts./ PSUs World Bank/ ADB etc. and the debarment is not in force as on last date of submission of this bid. Our firm understand that in case above is discovered at later stage, our firm shall be liable for detrainment from bidding in AAI apart from any other appropriate contractual action including debarment/blacklisting, termination of the contract.

Date.....

Place.....

Contractor Signature

Contractor Name

Seal.....

Annexure- VI

UNDERTAKING
(Regarding employment of members of family /relatives in AAI)
(On Company's Letter head)

(To Be Submitted with Technical Bid)

“I/We hereby declare that none of the members of my family or my/our relatives are relative of any employee of AAI and I/We also further declare that no Director/Employee of Airports Authority of India is/are a Director/Partner of my/our Firm/Company/Partner/Proprietor”.

Contractor Signature

Contractor Name

Agency / firm / Party / Name-.....

Address.....

Seal.....

Date-.....