

# **Construction of New Integrated Terminal Building at VSI Airport, Port Blair- Balance work.**

**SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for 2022-23.**



## **TENDER DOCUMENT**

**Certified that this NIT contains 46 nos. of pages as mentioned in the index.**

**BID MANAGER: Asst. General Manager (Engg. Civil)  
AAI, VSI AIRPORT (PROJECT), PORTBLAIR**

**Mobile No.: 9475641769**

**Email Id: kashwini@aai.aero**

## **INDEX**

**Name of Work: Construction of New Integrated Terminal Building at VSI Airport, Port Blair-Balance work**

**SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for 2022-23.**

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>PAGES</b>
1.	Notice Inviting e-Tender	3-7
2.	Instructions for Online Bid Submission	8-11
3.	General Guidelines for the Bidders	12-19
4.	Performa to be filled by bidder	20-22
5.	General Conditions of Contract	23-30
6.	Proformas	31-45
7.	Schedule of Quantities	46
	<b>TOTAL</b>	<b>46</b>

***This DNIT contains pages 01 to 46.***

For website

**AIRPORTS AUTHORITY OF INDIA**  
**DIRECTORATE OF ENGINEERING - CIVIL,**  
**VSI AIRPORT (PROJECT)**

**NOTICE INVITING e-TENDER (2 BOT –2 Envelope Open Tender)**

**(Tender Id: 2022\_AAI\_\_\_\_\_1)**

1. Item rate e-tenders are invited through the e-tendering CPP portal by Asst.General Manager (E-C), AAI, VSI Airport (Project), Port Blair **Ph. No: 9475641769** (Bid Manager) on behalf of Chairman, A.A.I. from the eligible contractors for the work of **Construction of New Integrated Terminal Building at VSI Airport, Port Blair- Balance work. SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for 2022-23** at an estimated cost of **Rs.25,63,824.00 (Excluding GST) with period of completion Twelve (12) months**

The tendering process is online at CPP portal URL address **<https://etenders.gov.in/eprocure/app>** or **[www.aai.aero](http://www.aai.aero)**. Prospective Tenderers may download and go through the tender document.

Prospective Tenderers are advised to get themselves register at CPP-portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home Page after log in to the CPP-portal **<https://etenders.gov.in/eprocure/app>** or **[www.aai.aero](http://www.aai.aero)**. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The tenderer may also take guidance from AAI Help Desk Support through path **[aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help%20desk%20support)**.

(i) For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk details are as below: -

Tel: 0120-4200462, 0120-4001002, Mobile: 91 8826246593,

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

Tenderers 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 further technical assistance with regard to functioning of CPP portal the tenderer may contact to the following AAI help desk numbers on all working days only between

(ii) 08.00 hrs. to 20.00 hrs.(Mon-Sat)-011-24632950, Ext-3512 (Six Lines),

E-Mail: **[eprochelp@aai.aero](mailto:eprochelp@aai.aero)**

iii) 09.30 hrs to 18.00 hrs(Mon-Fri)-011-24632950Ext-3523,

E-Mail:-**[etendersupport@aai.aero](mailto:etendersupport@aai.aero)**,**[sanjeevkumar@aai.aero](mailto:sanjeevkumar@aai.aero)** and **[snita@aai.aero](mailto:snita@aai.aero)**

(iv) 09.30 hrs to 18.00 hrs (Mon-Fri)- 011-24657900, E-Mail:- **[gmitichq@aai.aero](mailto:gmitichq@aai.aero)**

Tender Processing fee of **Rs. 1,180/- (i/c GST), Non-refundable** will be required to be paid online through SBI MOPS payment gateway on CPP portal.

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

## CRITICAL DATA SHEET

Publishing Date	Date 08.04.2022 at 1800 hrs
Bid Document Download/Sale Start Date	Date 09.04.2022 from 0930 hrs
Clarification Start Date	Date 09.04.2022 from 0930 hrs
Clarification End Date	Date 13.04.2022 at 1800 hrs
Bid Submission Start Date	Date 09.04.2022 from 0930 hrs
Bid Submission End Date	Date 02.05.2022 at 1800 hrs
Bid Opening Date (Envelope- I)	Date 04.05.2022 from 1100 hrs
Bid Opening date (Envelope- II)	Date 06.05.2022 from 1100 hrs
Tender Processing Fee (Non-refundable) to be paid online through SBI MOPS payment gateway on CPP portal	Rs. 1,180/- (i/c GST) Non-refundable to be paid online, through payment gateway on CPP Portal.
Earnest Money Deposit (EMD)	Rs. <b>51,277.00/-</b> to be paid online through payment gateway on CPP portal

**Envelope-I (Tender processing fee, EMD, Technical Bid and Pre-qualification):** - Bid containing following:-

**A. Tender Processing fee, EMD:**

- i. Scanned copy of successful online payment against Tender Processing fee.
- ii. Scanned copy of successful online payment against Earnest Money Deposit (EMD).

**B. Technical Bid containing the following: -**

- i. Scanned copy of Unconditional Acceptance of AAI's Tender Conditions (Annex 1).
- ii. Scanned copy of Permanent Account Number (PAN) and GST Registration Number.
- iii. Scanned copy of 'Undertaking' regarding Blacklisting / Debarment on Company's Letter Head (Annex- 4).
- iv. Scanned copy of 'Declaration' regarding payment of minimum wages on Company's Letter Head as per Annexure-6.
- v. Companies other than proprietary firm shall submit, scanned copy of Authorization Letter/Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney. Proprietary firm shall submit scanned copy of Authorization Letter /Power of Attorney only if the tender is processed by a person other than proprietor. (Annex- 9)
- vi. PQ Performa duly filled (as per tender document).
- vii. Scanned copy of duly signed undertaking by agency/bidder regarding compliance of GST provision as ( Annex 7 )
- viii. Scanned copy of Financial Information regarding profit and Loss as (Annex 3)
- ix. Scanned copy of Certificate of Net worth from Chartered Accountant as (Annex 8)

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

- i. Should have satisfactorily completed (# Phase/Part completion of the scope of work in a contract shall not be considered, however pre-determined phasing of the work will be accepted) **three works**, each of **Rs. 10,25,530/-** (excluding GST) or **two works**, each of **Rs. 12,81,912/-** (excluding GST) or **one work** of **Rs. 20,51,060/-** (excluding GST), in single contract of similar nature of work like

**manpower supply to companies/organizations** during last seven years ending on the last date (extended date) of submission of bids.

**"The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid".**

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

**Note: The experience certificate of works completed pre GST era, completion amount will be divided by 1.12 (to exclude pre GST tax of VAT 12%) to make it at par with experience certificates of post GST era but excluding GST.**

ii. Should have annualized average financial turnover of **Rs. 7,69,148/-** against works executed during last three years ending 31<sup>st</sup> March, 2021. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the tenderer should be submitted along with the application. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

iii. The Tenderers should have a minimum net worth of **Rs. 3,84,574/-** issued by certified Chartered Accountants as per annex 11 page no. 17 of PR of tender document.

Scanned copy of all the Documents of Envelope-I mentioned above shall be submitted on the CPP portal.

### **Envelope-II :-The Financial e-Bid through CPP portal.**

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be down loaded and to be filled by all the tenderers. Tenderers are required to download the BOQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Tenderer) No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the tenderer, the bid will be rejected.

### **3. Bid Submission: -**

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

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

**4.** Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his sons(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for

the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

**5.** Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website <http://etenders.gov.in/e procure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered /modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AAI.

## **6. Bids Opening Process is as below: -**

### **Envelope-I (Tender processing FEE, EMD, Technical bid and Pre-qualification):**

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

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

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

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

### **Envelope-II: (Financial Bid):**

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

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

**8.** AAI reserve the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment by any department of AAI or Central/State Govt. Depts. PSUs/World Bank/ADB etc. **AAI reserve the right to verify the credential submitted by the tenderer at any stage (before or after the award the work). If at any stage, any information/documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the tenderer then AAI shall take the following action:**

- a) **Forfeit the entire amount of EMD submitted by the firm.**
- b) **The tenderer shall be liable for debarment from tendering in AAI, including termination of the Contract apart from any other appropriate contractual/legal action.**

**9.** Consortium/JV companies shall not be permitted.

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

**11.** Tenderers have to submit UDIN generated documents like Balance Sheet/Turnover certificate,

Working Capital Certificate (works done during last 5 financial years & works in hand), Net worth Certificate, Tax Deduction at source (TDS) Certificates for Non-Govt. works etc. as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

AGM (Engg. -Civil),  
Bid Manager  
Airports Authority of India,  
VSI Airport (Project), Port Blair

# **AIRPORTS AUTHORITY OF INDIA**

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

More information useful for submitting online bids on the CPP Portal may be obtained at **etenders.gov.in**

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS**

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



## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “online” to pay the tender processing fee.
- 4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white 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.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

CPP under GePNIC, Help Desk Services

---

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787. International Bidders are requested to prefix 91 as country code.

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

**Tel:** 0120-4001002, 0120-4001005, 0120-6277787 **E-Mail:** [support-eproc@nic.in](mailto:support-eproc@nic.in)

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

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

a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPPP). b. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”. 4. In case of any technical issues faced, the escalation matrix is as mentioned below:

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

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

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
---------	-----------------	-------------------	----------------	-----------------	----------

1.	Technical Help Desk Team	Instant Support	<a href="mailto:eprochelp@aai.aero">eprochelp@aai.aero</a>	011-24632950, Ext-3512	0800-2000Hrs.(MON-SAT)
2.	Sh. Sanjeev Kumar, Sr. Mgr. (IT)	After 4 Hrs. of Issue	<a href="mailto:etendersupport@aai.aero">etendersupport@aai.aero</a> <a href="mailto:eroorsanjeevkumar@aai.aero">eroorsanjeevkumar@aai.aero</a>	011-24632950, Ext-3523	0930-1800Hrs.(MON-FRI)
3.	Sh. Dharmendra Kumar Jt. GM (IT)	After 12 Hrs.	<a href="mailto:dkumar@aai.aero">dkumar@aai.aero</a>	011-24632950 Ext.3527	0930-1800Hrs.(MON-FRI)
4.	General Manager (IT)	After 03 Days	<a href="mailto:gmitichq@aai.aero">gmitichq@aai.aero</a>	011-24657900	0930-1800Hrs. (MON-FRI)

*The Help desk services shall remain closed on all Govt. Gazetted Holidays.*

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

## **AIRPORTS AUTHORITY OF INDIA**

### **GENERAL GUIDELINES FOR BIDDERS**

Item rate tenders are invited through the e-tendering portal by Asst. General Manager (E-C), (Bid Manager) on behalf of Chairman, A.A.I from the eligible contractors for the work of **“Name of Work: Construction of New Integrated Terminal Building at VSI Airport, Port Blair- Balance work. SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for 2022-23”** at an estimated cost of **Rs.25, 63,824.00** (Excluding GST) with period of completion **12 (Twelve)** months.

The Tenders shall be in the prescribed Form are invited in two bid system:

- i) 1st Bid (Envelope-I): Tender Fee, EMD & PQ/Technical Bid
- ii) 2nd Bid (Envelope-II): Price Bid.

1. Not more than one Tender shall be submitted by a contractor or by a firm. No two or more concerns 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.

2. The Accepting Authority as mentioned in **Schedule "F"/2(viii)**, shall be the Accepting Officer hereinafter, referred to as such for the purpose of this contract.

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

4. Tender documents consisting of plans, specifications, Schedule of quantities of the work to be done, the conditions of contract and other necessary documents can be downloaded from the CPP e-tendering portal. Tender processing fee of **Rs. 1,180/-** (i/c GST) – **Non-Refundable** is to be paid through online. The last date of submission of bid is **02.05.2022 up to 1800 Hours**.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground & sub-soil form the nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, rates of various materials to be incorporated in works, applicability of taxes & duties, conditions affecting accommodation and movement of labours etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their Tender. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

5. Submission of a e-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 works to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by Airports Authority of India, local conditions, local material rates and other factors bearing on the execution of the works.

6. All rates shall be quoted in the **respective Section** in CPP e-tender Portal (**Price Bid i.e. Envelope-II**).

7. As this tender is a Item rate Tender, rates for all items quoted shall only be considered. Any Tender containing percentage below/above the total estimated cost is liable to be rejected. Tenderers which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates will be summarily rejected.

8. Tenders shall be received through CPP e-tendering portal as per Critical Data Sheet of ENIT and Envelope-I shall be opened first as per Critical Data Sheet of ENIT for the bidders who have submitted their bids.

9. The tenderer should study the complete tender document. In order to facilitate AAI to prepare responses, the interested tenderers are requested to submit their queries (if any), in CPP e-tender portal only, as per time schedule specified in NIT. The tenderers queries shall be replied through e-portal only.

#### **10 Earnest Money Deposit (EMD):**

10.1. Earnest money for an amount of **Rs. 51,277/- (Rupees Fifty One thousand Two hundred Seventy Seven only)** in online through payment gateway of CPP portal.

10.2. BLANK

10.3. On acceptance of the Tender, the earnest money will be treated as part of the security deposit. The EMD of the successful tenderer will be returned if the tenderer furnishes the security deposit.

10.4. AAI will return the EMD where applicable to every unsuccessful tenderer except as provided in the tender inviting notice.

10.5. No interest or any other expenses, whatsoever on the EMD will be Payable by AAI.

10.6. The Tender EMD may be forfeited in the following case :

a) If a tenderer withdraws its tender during the period of tender validity (Including extended validity of tender) specified in the tender conditions.

b) In the case of a successful Tenderer. If the Tenderer fails -

i) To sign the Contract agreement.

ii) In case of any false/incorrect information/document submitted by tenderer or have some discrepancy.

#### **11. Power of attorney/authorization for signing tender:**

a) Only the Power of Attorney/Authorization holder of the tenderer on whose name the tender has been uploaded shall sign the Tender documents.

b) The name and designation of the person or persons of the company who is authorized to sign shall be clearly indicated in the authority letter.

c) In the event of the tender submitted by a partnership firm, it must be signed separately by each partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power-of-Attorney authorizing him to do so by the partners. A certified copy of the Power-of-Attorney issued by the company/partnership firm shall be uploaded in Envelope-I along with evidence of registration of partnership firm / company.

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

13. The Accepting Authority does not bind itself to accept lowest tenderer any tender and reserves to himself the right of accepting the whole or any part of the tender and tenderer shall be bound to perform the same at his quoted rates. No claim whatsoever will be entertained on this account.

14. The Tenderer shall not be permitted to tender for works in Airports Authority of India Engineering Department, responsible for award and execution of contracts, in which his near relative is posted as Manager (Finance & Accounts) or Sr. Officer or as an engineer in any capacity' He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in Airports Authority of India. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years.

15. The contractors shall give a list of AAI employees related to him.

16. No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of Airports Authority of India/Govt. of India is allowed to work as a contractor for a period of **two years** of his retirement from Airports Authority of India/ Government service, without the prior permission of Airports Authority of India/Govt. of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Airports Authority of India/Govt. of India as aforesaid before submission of the Tender or engagement in the contractor's service.

17. The Tender for the work shall remain open for acceptance for a period of Ninety days **(90) days** from the date of opening of Financial Bid (Envelope-II). If any Tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty **to forfeit the full said earnest money absolutely.**

18. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated to the Engineer-in-charge within 10 days of acceptance of tender.

19. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also, if the credential

submitted by the firm found to be incorrect/false or have some discrepancy which disqualifies the firm then the AAI shall take the following action:

- a) Forfeit the entire amount of Earnest Money.
- b) Debar the firm for minimum **three years** to tender in AAI in any Name/style.

## 20. Taxes

a. Rates to be quoted by the parties, should be inclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute but exclusive of GST for all the items.

b. However, GST, as applicable, shall be paid to the contractor, for any taxable supply/services/construction rendered by the agency to AAI, against a valid GST invoice as per terms and conditions of the contract.

c. In case supplies/services/works involve imports; the same should be identified separately. Basic Custom Duty & IGST will be paid directly by AAI by utilizing EPCG license/ Duty Credit Scrip under Service Export from India Scheme (SEIS) of Govt. of India.

## 21. Conditions for reimbursement of levy/taxes if levied after receipt of Tenders

a. Rates to be quoted by the parties, should be exclusive of all taxes, duties, CESS, fee, royalty charges etc. levied under any statute applicable on last stipulated date of receipt of tender including extension if any but exclusive of GST. No adjustment i.e. increase or decrease shall be made for any variation in the rate of GST, Building and Other Construction Workers Welfare Cess or any tax, levy or cess applicable on inputs.

However, effect of variation, as per Govt. order after the last date of receipt of tender including extension if any, in rates of GST or Building and Other Construction Workers Welfare Cess or imposition or repeal of any other tax, levy or cess applicable on output of the works contract shall be adjusted on either side, increase or decrease.

Provided further that for Building and Other Construction Workers Welfare Cess or any tax (other than GST), levy or cess varied or imposed after the last date of receipt of tender including extension if any, any increase shall be reimbursed to the contractor only if the contractor necessarily and properly pays such increased amount of taxes/levies/cess.

Provided further that such increase in tax/levy/cess including GST shall not reimbursed if made in the extended period of contract for which the contractor alone is responsible for delay as determined by authority for Extension of time under Clause 5 as per GCC.

b. The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorised representative of AAI or the Engineer-in-Charge and further shall furnish such other information /document as the Engineer-in- Charge may require from time to time.

c. The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is-given pursuant to the condition, to together with all necessary information/documents relating thereto.

## 22. MODE OF SUBMISSION OF TENDERS:

Tender for the present work shall be submitted online through e-tendering portal in two bids [i.e. Envelope I & II] system as detailed below in ENIT of Tender Document'

### **Tenders shall be processed as below**

**Envelope-I:** Containing scanned copy of Tender Processing Fee, EMD, Unconditional acceptance of AAI's tender conditions, PAN, GST regd., Undertaking regarding Blacklisting/Debarment on Company's Letter Head, Undertaking for deployment of sufficient P&M on Company's Letter Head, Authorization Letter/Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney & Proprietary firm shall submit scanned copy of Authorization Letter /Power of Attorney only if the tender is processed by a person other than proprietor, PQ Performa duly filled, work experience certificate, Financial turnover & Profit/Loss statement and certificate from Chartered Accountant for minimum net worth (Uploaded by the contractors /firms) shall be opened on as per Critical Data Sheet of ENIT. The intimation regarding acceptance/ rejection of their bids will be intimated to the contractors / firms through CPP e-tendering portal.

**Envelope-II:** Containing financial bids of the tenderers found to be meeting the technical criteria and qualifying requirements shall be opened on date & time mentioned in CRITICAL DATA SHEET (In case the date and time for opening of Envelope-II (Financial Bid) is required to be changed, the same shall be intimated through CPP Portal).

**Note:** Once the bidder has submitted the digitally signed file of Unconditional Acceptance of AAI's Tender Conditions, it is not permissible to put any remarks/conditions in / along with the tender documents uploaded in CPP Portal. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason'

**Clarifications:** If the bidder has any query related to the Tender Document of the work they should use 'Clarification' tab in CPP-tendering portal to seek clarifications. No other means of communication in this regards shall be entertained. Last date and time for raising query shall be as stipulated in NIT. If any clarification is needed by AAI from the bidder about the deficiency in their uploaded documents in Envelope-I, they will be asked to provide it through CPP-tendering portal or email if required. The bidder shall upload the requisite clarification/documents within specified time by AAI failing which tender will be liable for rejection. Once the bidder has submitted the digitally signed documents as per NIT along with unconditional acceptance as an attachment, it is not permissible to put any remarks/conditions in / along with the tender documents uploaded in CPP Portal.

In case above conditions are found violated, the tender shall be rejected.

## **23. COMPARISON AND EVALUATION OF TENDER**

- a) Prior to detailed evaluation, AAI will determine the substantial responsiveness of Tender document. A substantial responsive Tender is one, which confirms to all the terms and conditions of the Tender.
- b) A tender is determined as not responsive, if tender is submitted incomplete, annexure are not filled up, unconditional acceptance letter minimum wages affidavit, integrity pact and power of attorney not found in proper form etc. etc. as described above such tenders are liable to be rejected by AAI.
- c) Once the contractor has uploaded the digitally signed file of tender document along with other documents as an attachment, it is not permissible to put any remarks/conditions in / along with the tender documents uploaded in CPP Portal.



d) In case if any condition is found violated after opening Envelope-I i.e. Technical Bid, the tender shall be summarily rejected and AAI shall, without prejudice to any other remedy, be at liberty to take action as deemed fit.

Only those tenderers whose Technical Bid documents are acceptable to AAI will be examined and their techno-commercial bid shall be evaluated to determine whether they are complete, meets tender requirements, free from computational errors, whether the data have been properly filled up, and whether the requisite documents as detailed have been submitted in conformity to the Tender specifications, drawings and conditions.

**24. Price bid:-**The Price e-Bid through CPP e-portal.

a) Tenderer should download the "Tender Document" file along with BOQ from the CPP e-tendering portal and upload the digitally signed BOQ file along with desired documents in Envelope-I & Envelope-II.

a) Rates to be quoted in the column mentioned for rate only.

c) The offer from those contractors whose digitally signed required documents are not found in "Envelope-I" will not be considered and will stand rejected and Envelope-II (financial bid) of such contractors shall not be opened.

d) Price bid shall only be accepted in the desired format. No other format shall be accepted.

e) In case, the condition 28 (d) above is found violated, the tender shall be rejected.

**25. REJECTION OF TENDER: -**

a. Airports Authority of India reserves the right to reject all the tenders or any of the tender or any part of tender without assigning any reason.

b. AAI reserves the right at its sole discretion not to award any work under this tender. AAI shall not pay any costs or loss incurred by the tenderers in the preparation and submission of any requisite tender or technical proposal or to procure contract for any of the items described herein.

c. If the tenderer deliberately gives wrong information or suppress any information in his Tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded, and to forfeit the Earnest Money, absolutely, in addition to any other appropriate/legal action.

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

e. Any deviation in the Tender submission procedure will be considered as non-responsive bid and liable to be rejected.

f. A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.

g. Tender 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 is liable to be rejected.

h. The tenderer is expected to examine the tender document including all instructions, forms, terms, specifications, drawings, etc. Failure to furnish all information required as per the tender documents or submission of a tender not substantially responsive to the tender document in any respect may result in the rejection of the tender.

i. A Tenderer shall submit the Tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected.

26. This notice of Tender shall form part of the contract documents. The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 15 days from the stipulated date of start, sign the contract consisting of Notice inviting Tenders, General conditions of contract, special/additional condition, General and particular specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

27. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has/have tendered or who may have tendered for the same work. Failure to observe this condition would render tender of the contractor tendering as well as witnessing the tender, liable to summarily rejection.

28. AAI shall be the sole judge in the matter of evaluating & accepting technical bids, Price bids and award of contract and decision of AAI shall be final & binding.

29. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award of work) If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then AAI shall take the following action:

- a. The agency shall be liable for debarment from tendering for minimum **three years** in AAI in any name/style, apart from any other appropriate contractual / legal action.

### 30. Queries, Replies and Clarifications:

If the Bidder has any query related to the Tender Document of the work, they should use seek clarification in CPP e-tendering portal to seek clarifications. No other means of communication in this regards shall be entertained. Query received after the date as mentioned in Critical datasheet of NIT shall not be entertained.

If any clarification is needed by AAI from the Bidder about the deficiency in his uploaded documents in Envelope - I, they will be asked to provide it through collaboration folder in e-tendering portal. The Bidder shall upload the requisite clarification/documents within specified time of receipt of such request from AAI, failing which tender will not be considered for the subsequent stages.

Issues faced/queries of the Bidders pertaining to technical support on e-portal for submission of tender documents should normally be addressed to AAI Help Desk Support (details as mentioned in the Instruction to bidder head of tender document). In case of technical support regarding e-tender portal, if the AAI Help Desk is non-responsive, the **Bid Manager, Mr. Ashwini Kumar, Asst. General Manager (Engg. Civil)** may be contacted at **Mobile No. 9475641769, E-mail ID: [kashwini@aai.aero](mailto:kashwini@aai.aero)**

31. The successful Tenderer /contractor, on acceptance of his Tender by the Accepting Authority, shall within 10 days from the date of award of work sign the contract consisting of Notice Inviting Tenders, General Conditions of Contract, Special/additional condition, General and technical specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

32. Once the bidder has submitted the digitally signed documents as per NIT along with unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark(s)/conditions[s] in/ along with the Tender Document (Except unconditional rebate on quoted rates i.e. header discount (o/o) if any).

33. **STANDARD PRINTED CONDITIONS**

Standard printed conditions of the tenderer if any submitted along with the offer will not be accepted.

For and on behalf of  
Airports Authority of India  
Signature:  
Designation:  
Date:

**Signature of Witness**

**Signature of Tenderer**

Address:

Date:

**PRE-QUALIFICATION PROFORMA**

**NAME OF WORK: “Construction of New Integrated Terminal Building at VSI Airport, Port Blair- Balance work.**

**SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for 2022-23.**

1	2	3	4
Sl. No .	Qualifying criterion/parameter/ supporting document	Supporting document must have the following salient information which AAI would like to note	Reference to the documents submitted in support to column 3
1.	<b>General</b>		
1.1	Name, Address of the firm/ Contractor		Copy Enclosed: YES/NO
1.2	Telephone, Fax, Email		
1.3	Authorized Signatory (name & designation)		
2.	<b>Envelope-I (Technical Bid and Pre-qualification) shall contain scanned copy of</b>		
A	<b>Tender Processing Fee, EMD, Unconditional letter of acceptance:-</b>		
i	Details of tender processing Fee	Tender Processing fee of amount Rs. 1180/- (i/c GST) through payment gateway provided on CCP portal	Copy Enclosed: YES/NO
ii.	Details of Earnest Money	EMD of amount Rs. 51,277/- through payment gateway provided on CCP portal	Copy Enclosed: YES/NO
iii.	Scanned copy of unconditional acceptance letter	Annexure-1	Copy Enclosed: YES/NO
iv.	Scanned copy of PAN No. of the firm & GST registration		Copy Enclosed: YES/NO
v.	Scanned copy of 'Declaration' regarding payment of minimum wages on Company's letter head	Annexure-8	Copy Enclosed: YES/NO
vi.	Scanned copy of 'Undertaking' regarding Blacklisting/ Debarment on Company's letter head	Annexure-4	Copy Enclosed: YES/NO
vii.	Digitally signed tender document		Copy Enclosed: YES/NO
viii .	Authorization letter/ Power of Attorney/ Undertaking if the agency is a proprietary concerned or companies		Copy Enclosed: YES/NO
ix.	Scanned copy of EPF & ESIC registration documents		Copy Enclosed: YES/NO
x.	Scanned copy of Profit and loss, balance statement	Annexure-3	Copy Enclosed: YES/NO

xi.	Scanned copy of all documents signed by C.A. having UDIN.		Copy Enclosed: YES/NO
xii.	Scanned copy of required documents for Company other than proprietary firm	Technical Bid	Copy Enclosed: YES/NO
<b>B</b>	<b>Pre-Qualifying requirements of Contractors</b>		
i(a)	Work No.1		Copy Enclosed: YES/NO
	(a) Name of work		
	(b) Nature of work done		
	(c) Date of Start		
	(d) Date of completion as per Agreement		
	(e) Actual date of Completion		
	(f) Actual completion cost		
	(g)Details of TDS Amount		
i(b)	Work No.2		Copy Enclosed: YES/NO
	(a) Name of work		
	(b) Nature of work done		
	(c) Date of start		
	(d) Date of completion as per Agreement		
	(e) Actual date of completion		
	(f) Actual completion cost		
	(g) Details of TDS Amount		
i(c)	Work No.3		Copy Enclosed: YES/NO
	(a) Name of work		
	(b) Nature of work done		
	(c) Date of start		
	(d) Date of completion as per agreement		
	(e) Actual date of completion		
	(f) Actual completion cost		
	(g) Details of TDS Amount		
<b>ii.</b>	<b>Annual Financial Turnover</b>		
ii. (a)	Copy of Abridged Balance Sheet along with Profit and Loss Account statement of the firm for financial year		
	<b>(a) Year 2019-20</b>		Copy Enclosed: YES/NO
	<b>(b) Year 2020-21</b>		Copy Enclosed: YES/NO
	<b>(c) Year 2021-22</b>		Copy Enclosed: YES/NO
	<b>(d) Average</b>		
ii. (b)	Continuous losses for the last three financial year under profit and loss account statement of balance sheet, if any		

	<b>(a) Year 2019-20</b>		Copy Enclosed: YES/NO
	<b>(b) Year 2020-21</b>		Copy Enclosed: YES/NO
	<b>(c) Year 2021-22</b>		Copy Enclosed: YES/NO
iii. (c)	Net worth certificate issued by certified Chartered Accountants and should have UDIN	Annexure-11	Copy Enclosed: YES/NO
<b>3.Envelope-II (Financial bid)</b>			
i.	Financial Bid - Shall contain		
ii.	Financial Bid		Submitted : Yes/No

**Place:**

**Date:**

**Signature**

(Authorized Signatory of the

Firm)

**Declaration**

I ( ) hereby declare that the document submitted/uploaded/enclosed are true and correct. In case any document at any stage found fake / incorrect, my EMD may be forfeited and action as deemed fit by AAI can be taken against me.

**Signature**

(Authorized Signatory of the Firm)

## SPECIAL CONDITIONS OF CONTRACT

### 6.0 SCOPE OF WORK

Providing services of manpower i.e. Technical assistant and Computer operator on all days excluding Sundays and national holidays as per terms & conditions of the contract, Schedule of Quantities and as per instructions of Engineer- in-charge

Deployment of Manpower shall be on need basis. 7 (Seven) days prior intimation will be given to the agency for deploying Manpower. Any delay in deployment will attract penalty as per clause 6.3 of special conditions of contract.

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

### 6.2 MINIMUM REQUIREMENT / QUALIFICATION

The contractor has to depute manpower for the above work as mentioned below: -

Description of Manpower	Minimum Educational Qualification
Technical Assistants	Civil Engineering & Electrical Engineering Diploma holder with 02 years' experience
Computer operator	Any degree holder. 01 year experience, having good working knowledge in Computer operations.

6.2.1 If any worker engaged is found to be not suitable for the position, the contractor has to remove the person from the site immediately and has to depute his substitute. The decision of Engineer-in charge shall be final and binding to the contractor in this regard.

6.2.2 In case of leave of any staff, a substitute has to be arranged by the contractor who have the required qualification and adequate experience as per NIT.

6.2.3 AAI may increase the total number of staff up to 30 % during the currency of contract including extended period, depending on its requirement, on the same item rates, terms & conditions as stipulated in the contract and the same shall be obligatory and binding on the contractor. Any variation in quantity beyond this will be mutually agreed upon by the AAI and the contractor.

6.2.4 In case scope of work reduces or requirement ceases altogether, AAI reserves the right to decrease the manpower wholly or partly at any time during the currency of the contract.

#### 6.2.5 Nature of work:

a. Technical Assistants: Providing technical services with qualified Diploma holder in Civil/ Electrical Engg with 02 years' experience for assisting day to day supervision of works at site, carrying out quality control test, assisting in office for preparation of estimate, preparation of drawings, assisting Engineers in preparation of bills & SAP Entry etc.

b. The Computer Operator should be any Degree holder with one year experience having skills in management of PC's and other systems and have minimum typing speed of 40 words per minute or pass in lower grade typewriting. They should have software knowledge and have the aptitude to learn new applications. Also Office works like Engineering Data Entry such as Estimate, bills, SAP, day to day letters, noting etc. for Engineering works at Project office, Port Blair.

6.2.6 The bio-data of the persons to be deployed shall be submitted to the Engineer- in charge and on approval only they should be deployed in the work.

6.2.7 An attendance record to this extent shall be maintained by the contractor for all such staff. AAI shall be at liberty to return the person/s deployed at any time if the capabilities of the staff are found to be inadequate.

### 6.3 PENALTY CLAUSE

6.3.1 If the No. of persons deputed is less than the approved quantity, then the penalty at the rates mentioned below for the respective category per day/per absent person shall be levied. If the absence continuous for more than 3 days, then the agency shall replace the person with a new person should meet the terms and conditions of NIT.

Sl. No	Description	Penalty
1.	Technical Assistants	Rs. 1000/- per day per employee
2.	Computer Operator	Rs. 900/- per day per employee

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

### 6.4 VALIDITY OF TENDER

The Tender for the work shall remain open for acceptance for a period of Ninety (90) days from the date of opening of Financial Bid.

6.5 The EMD will be forfeited under the following conditions:-

a. If any bidder withdraws his Tender before the validity period of Tender or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then the AAI shall without prejudice to any other right or remedy, be at liberty to forfeit the EMD absolutely.

b. The EMD will be forfeited if the contractor fails to comply with any terms and conditions of this tender document without prejudice to other right of AAI under this contract.

c. Any bidder who does not accept the offer after its award in their favor would result into forfeiture of their EMD and action will be taken to debar from future participation in Tender for a period of 3 (three) years.

d. If the credential submitted by the firm is found to be incorrect or have some discrepancy which disqualifies the firm, then the EMD submitted by the Firm will be forfeited and the firm will be debarred from tendering for a period of 3 (three) years apart from any other appropriate / legal action.

### 6.6 SECURITY DEPOSIT (S.D.)

a) The contractor, whose tender is accepted, will be required to furnish a security deposit for the due fulfilment of this contract, which will amount to a sum equal to @10% of Contract Value within 30 days from the date of issue of work order or the same will be deducted from running bills @10% of value of work done.

### 6.7 PERIOD OF CONTRACT

a) The contract shall be valid for 12 Months. However, on satisfactory completion of the contract may be continued for another twelve months. If the services of the contractor are not satisfactory then the contract shall be closed by the end of first contract. The decision of AAI is binding on the contractor.

b) If required, the contract is may be further extendable based on requirement by one or more months on the same rates and terms & conditions, subject to satisfactory performance of the contractor and mutual consent.

c) The date of commencement of contract shall be reckoned from the 7th (Seventh) day of issue of work order.



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

#### 6.8 QUOTING OF ITEM RATES IN BOQ (FINANCIAL BID- Envelope-II)

6.8.1 The ITEM Rate to be quoted in BOQ.xls for “Contractor’s Profit and Overheads shall be:

Inclusive of:-

- i. Contractor’s profit and overheads.
- ii. Charges towards issue of Airport Entry Pass, Police Verification Certificate etc. towards staff / contractor for the contract period.
- iii. All taxes, Labour Cess, other statutory payments, etc. excluding GST

Exclusive of:-

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

6.8.2 The daily wages for 8 hours’ duty per day to be paid by the contractor for the persons deployed under this contract will not be lesser than prevalent minimum wages prescribed by state/Central Government whichever is higher for Computer Operator, Technical Assistants under skilled, highly skilled categories respectively applicable for Port Blair city.

6.8.2.1 The payment to the contractor shall be released based on the actual wages paid by him along with the amount on quoted Item for CP&OH on actual wages paid after deducting IT, Labour Cess and statutory recoveries and nothing extra shall be payable on any account. Under no circumstances the wages should not be below minimum wages.

6.8.2.2 EPF and Bonus are excluding CP&OH (Contractor’s Profit and Overheads) and the same shall be reimbursed on submission of copy of paid challans /required documents

#### 6.8.3 Goods & Services Tax (GST)

6.8.3.1 Bidder shall quote item rate exclusive of GST. The Bid Manager shall calculate the GST charges along with the quoted amount. The work order shall be placed after adding GST as applicable on the quoted rate by the bidder. GST shall be paid extra.

6.8.3.2 The Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST.

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

#### 6.9 REIMBURSEMENT

6.9.1 EPF and Bonus (@8.33% of actual wages) shall be reimbursed by AAI. No overhead & profit will be paid on re-imbursement towards EPF and Bonus.

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

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

6.9.4 The quoted item rate shall be firm for entire contract period.

## 6.10 TAXES & OTHER CHARGES

6.10.1 Income Tax or any other taxes / Cess as applicable from time to time shall be deducted as per provisions of the Act from the Bill of Contractor and requisite TDS certificate will be issued.

## 6.11 ACCIDENT / DAMAGES / CLAIMS

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

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

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

## 6.12 WORKMAN'S INSURANCE

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

6.12.2 Without prejudice to the contractors liabilities and indemnity clause and associated clauses of the SCC, the contractor shall at his own cost and initiative at all times up to the successful completion of the contract to take out and maintain insurance cover from Nationalised / IRDA approved Insurance Company under the Workman's Compensation Act and any other industrial legislation from time to time applicable in the Union Territory of Andaman & Nicobar Islands and /or at AAI providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (i.e.) in respect of workmen compensation insurance to be of value of not less than Rupees One lakh per person, it being understood that such limit is specified only for the purpose of insurance, and shall not otherwise in any manner limit the contractor liability and associated clauses there under of the SCC.

## 6.13 PAYMENT

6.13.1 No advance payment shall be made to the contractor. However, the Contractor shall submit his / her monthly bills in duplicate for necessary payment.

6.13.2 AAI shall make payment of RA bills through computer bill/SAP.

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

6.13.4 On submission of monthly bills (in triplicate), duly signed /verified and completed in all the manners, the AAI will process and release the payment within a period of 10 days from the date of receipt. The payment will be made to the Contractor after deduction of any dues, penalties, taxes, duties, levies and other obligations which would be liable to be deducted from the Contractor under the provisions of the Contract. 1% labour welfare cess shall be deducted.

6.13.5 Delay on account of incomplete / late submission / Non-verification of bills by user etc. will be the responsibility of the Contractor.

6.13.6 Bills should be written properly and in easy-to-understand format/language. Bills with any kind of over writings cause unnecessary delay in processing. Delay on such accounts shall be the responsibility of contractor only

#### 6.13.7 List of Documents to be attached with the Contractor bills for payment:

Following documents are to be submitted along with the Contractor bills for payment:

- a. Challan Copies of payment made to authorities of PF manpower employed by the contractor in the previous month.
- b. Proof of the GST deposited by contractor to appropriate Government Authority, paid by AAI to contractor in previous month(s).
- c. Bill of the Contractor in duplicate
- d. Any other receipt / document which the contractor likes to attach (Original with one photo copy).

**Final Bill Payment:** The total amount of final bill worked out at the accepted tender rates, if found to be more than the amount worked out at the quoted rate of second lowest tender, then the contractor shall be paid lower of the two.

#### 6.14 CONTRACTORS OBLIGATIONS & LIABILITIES:

6.14.1 The contractor shall on award of the contract, furnish the list containing names and addresses of his workers along with Police Verification Report, so as to enable the AAI to check the character and antecedents and to entry within the restricted area(s) if required. The contractor shall get AAI's approval for the workers engaged.

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

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

6.14.4 The Contractor shall submit a list of his workers who will be deployed along with their Bank Account No. / e-payment details for disbursement of salary by the contractor and any other relevant details as per requirement of this contract. The EPF Account No. of the workers deployed by the contractor for this contract shall also be submitted within one month from the date of award of the contract.

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

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

6.14.7 The contractor shall be solely responsible for the payment of Wages, OT, Bonus, National Holidays and Labour Day and other dues to the personnel deployed by him latest by 7th of the subsequent month through Bank Account. The contractor shall be directly responsible and indemnify

the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him for the Contract.

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

6.14.9 The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

6.14.10 It is the responsibility of the contractor to ensure at his own cost that the persons employed by him are adhering to the guidelines issued by Central/State Governments and appropriate bodies for containment of COVID-19 and nothing extra shall be paid on this account to the contractor. The contractor shall also ensure the supply of face mask, hand sanitizer, hand gloves, facility for frequent hand wash with soap, thermal screening etc. and the persons deployed are following respiratory etiquettes, installation of Aarogya Setu app in the individual phones, etc. The asymptomatic persons alone shall be deployed for the work.

## 6.15 DEFAULTS & RECOVERIES

6.15.1 The contractor has to deposit PF at prevailing rates for the persons deployed in the work regularly, failing which recovery / withheld @ 26% on work done amount against PF shall be made from their RA Bills.

6.15.2 The contractor is required to pay bonus @ 8.33% of actual wages per year per person (at least) to the persons engaged by the end of the contract period, failing which final bill will not be paid.

6.15.3 : The contractor has to disburse the wages on or before 7th of succeeding month failing which recovery shall be made to the maximum of 10% of the contract value in subsequent RA Bills.

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

(a) **Dispute Resolution Committee:** If a dispute of any kind, whatsoever, arises between the AAI and contractor in connection with or arising out of the contract or the execution of the works, whether during the execution of the work or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Authority; the matter in dispute shall in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the General Manager (Engg-Proj), AAI, VSI Airport Project, Port Blair- 744103. DRC thus constituted may act as “conciliator” and will be guided by principles of “conciliation” as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concern and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn out and signed by the parties. DRC will authenticate the settlement Agreement and furnish a copy to each party. DRC will give its’ report within 45 days of its constitution.

(b) **Adjudication through Arbitration:** Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman / Member of AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of contract that if the contractor does not make any demand for appointment of Arbitrator in respect

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

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

#### 6.17 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earth quake, explosions, epidemics, quarantine restrictions, bandh, strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of AAI as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option to terminate the contract.

#### 6.18 TERMINATION OF CONTRACT

6.18.1 If the AAI considers that the quality or efficiency of the work performed by the contractor is unsatisfactory or not up to the expected standard, the AAI shall notify the contractor in writing and specify in detail the cause of such dissatisfaction. The AAI shall have the option to terminate the contract by giving 30 days' notice in writing to the contractor, if contractor fails to comply with the requisitions contained in the said written notice issued by the AAI.

6.18.2 AAI may also give written notice and without compensation to the contractor to terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as hirer.

6.18.3 The contract can be terminated by issuing 30 days' notice in writing at any time by either of the party without assigning any reason and the contractor shall not cease to render the service facility until the AAI makes alternate arrangements thereof and informed the contractor accordingly. The extended period after expiry of the notice period will not, however, be more than 30 days in any case.

6.18.4 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.

6.18.5 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right for the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.

6.18.6 The agreement shall be deemed to have been terminated on the expiry of the contract period unless AAI has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.

#### 6.19 SUBLETTING OF CONTRACT

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

#### 6.20 JURISDICTION

The agreement including all matters with this contract, shall be governed by the Laws of India for the time being in force and shall be subjected to exclusive jurisdiction of the Calcutta High Court, Kolkata only.

#### 6.21 : CONTRACT AGREEMENT

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

6.21.2 The contract agreement shall be executed on a non-judicial Stamp Paper of value Rs.100/- as per AAI format within one month from the date of award of work and cost of the same shall be borne by the Contractor.

\* \* \* \* \*

**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT & AMOUNT  
WITHHELD AGAINST COMPENSATION FOR DELAY IN INDIVIDUAL CONTRACT  
(on Non-Judicial Stamp Paper of Rs.100/-)**

**[Refer Clause 1A and 2B ]**

**To**  
**The Airports Authority of India**

.....  
.....

1) In consideration of the Airport Authority of India having its head office at New Delhi [hereinafter called the “AAI” which expression shall unless repugnant to the subject or context include its administrator, successors and assigns) having agreed under the terms and condition of Contract Agreement No. ....dated.....made between.....and AAI in connection with the work of .....(hereinafter called the said contract) to accept Deed of Guarantee as herein provided for Rs.....(Rupees.....only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or lieu of the amount withheld towards compensation for delay pending final extension of time to be made from the contractors contained in the said Contractor. We, the.....bank (hereinafter referred to as “the said Bank” and having our registered office at .....do hereby under take and agree to identify and keep indemnified AAI from time to time to the extent of Rs.....(Rupees.....only) against any loss or damage, cost,, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of nay breach or breaches by the said Contractor of any of the terms and condition contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.

2) We ..... Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach and breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered of that may be caused to or suffered by AAI from time to time shall be final and binding on us.

3) We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contracts and till all the dues of AAI under the said contract or by virtue of any of the terms and conditions governing the said contract including compensation for delay if any as decided by AAI, have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and condition and accordingly Contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90(Ninety) days from the date of expiry of the defects Liabilities periods or Final /Extension of Time grated by AAI as provided available in agreements clause no.....as provided in the said Contract, i.e.....(date) or from the date of cancellation of the said contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4) AAI shall have the fullest liberty without affecting in any way the liability of the bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said contract or securities available to AAI and the said Bank shall not be released from its liability under these present by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance, act or omission on the part by AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Bank from its such liability.

5) It shall not be necessary for AAI to proceed against the contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6) We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any charge in the Constitution of the said Contract or the said Bank shall not discharge our liability hereunder.

In presence of

Dated this \_\_\_\_\_ Day of \_\_\_\_\_

WITNESS

1.

2.

For and on behalf of (The Bank)

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

Authorisation No. \_\_\_\_\_

Name & Place \_\_\_\_\_

Bank's Seal \_\_\_\_\_

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Dated \_\_\_\_\_



## APPENDIX-XI

### FORM OF PERFORMANCE SECURITY (GUARANTEE)

#### Bank Guarantee Bond (On Non-Judicial Stamp Paper of Rs100/-)

1. In consideration of the Chairman, AAI (hereinafter called “AAI”) having offered to accept the Terms and conditions of the proposed agreement between.....  
.....[hereinafter called the said contractor(s)] for the work ..... (hereinafter “the said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs. .... (Rupees .....only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement. We ..... (Indicate the name of the Bank) (hereinafter referred to as “the Bank”) hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs..... (Rupees ..... only) on demand by AAI.
2. We ..... (Indicate the name of the Bank) do hereby undertake to pay the amounts due to payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....(Rupees ..... only).
3. We, the said Bank, further undertake to pay the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) inn any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. We..... (Indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-In-Charge on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.
5. We..... (indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear and enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have effect of so relieving us.



6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

8. This guarantee shall be valid up to ..... unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees ..... only) and unless a claim in writing is lodged 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.

In presence of

Dated this \_\_\_\_\_ Day of \_\_\_\_\_

Witness

- 1.
- 2.

For and on behalf of (The Bank)

Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_

Authorisation No. \_\_\_\_\_

Name & Place \_\_\_\_\_

Bank's Seal \_\_\_\_\_

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Dated \_\_\_\_\_

Note: \* Date of validity should be schedule date of completion + Six months.



## APPENDIX-XI-A

### **Format for Letter of undertaking from the Depositor to Bank**

(To be submitted along with Security Deposit / Earnest Money / ~~Performance Guarantee~~ to Airports Authority of India)

**(To be submitted in the Letter head of the firm)**

The Branch Manager,  
.....Bank,  
.....

Sub: - My / Our Bank Guarantee bearing No.....dated ..... for amount..... Issued in favour of Airport Authority of India A/c.....

Sir,

The subject Bank Guarantee is obtained from your bank for the purpose of **Security Deposit / Earnest Money / ~~Performance Guarantee~~** on account of contract awarded / to be awarded by M/s Airports Authority of India to me / us.

I hereby authorized the Airport Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity/ on maturity toward adjustment of dues without any reference /consent /notice from me / our side and the bank is fully discharged by making the payment to Airport Authority of India.

Signature of the Depositor

Place:

Date:

**ACCEPTANCE LETTER**  
**(As per General Guidelines for the Bidders)**

To  
**Asst. General Manager Engg(C)**  
**Airports Authority of India,**  
**VSI Airport, (Project)**  
**Port Blair- 744103**  
Sir,

**ACCEPTANCE OF AAI'S TENDER CONDITIONS**

The tender documents for the work **Construction of New Integrated Terminal Building at VSI Airport, Port Blair- Balance work. SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for 2022-23** have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.

1. I/We hereby unconditionally accepts the tender conditions of AAI's tender documents in its entirety for the above work.
2. The contents of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions in / along with the tender documents uploaded in CPP Portal and the same has been followed in the present case. In case, this provisions of the Tender if found violated after opening of Tender, 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 10% of Earnest Money.
3. **‘That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI’.**
4. I / We agree that “If at any stage, any information / documents submitted by us are found to be false, we shall not be considered for evaluation and liable for debarment from tendering for minimum three years in AAI in any name / style, apart from any other appropriate / Legal action, including termination of the contract shall be taken if discovered at a later stage.
5. The required earnest money as specified for this work has also been submitted and the scanned copy of EMD is attached herewith.

Yours Faithfully

Date:

(Signature of the tenderer)

**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT**

(On Non- Judicial Stamp Paper)

**[Refer clause No. 1A & 2(B) of GCC]**

To  
The Airports Authority India

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and AAI in connection with the work of \_\_\_\_\_ (hereinafter called the said contract), to accept Deed of Guarantee as herein provided' for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfilment by the said Contractor of the term and conditions contained in the said Contract. We, the \_\_\_\_\_ bank (hereinafter referred to as "the said Bank" and having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.

2. We, the \_\_\_\_\_ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect the period that would be taken for the performance of the said Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e., \_\_\_\_\_ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and Contractor governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any

other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealized.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the Bank shall not discharge our liability hereunder.

7. Address of Regional / Controlling branch of the issuing branch of bank Guarantee is \_\_\_\_\_

In presence of:  
of \_\_\_\_\_

Dated this \_\_\_\_\_ Day

**WITNESS**

1.

For and on behalf of (The Bank)

Signature \_\_\_\_\_

2.

Name & Designation \_\_\_\_\_

\_\_\_\_\_  
Authorization No. \_\_\_\_\_

Name & Place \_\_\_\_\_

Bank's Seal \_\_\_\_\_

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Dated \_\_\_\_\_

Note: \*For Proprietary Concerns

Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_  
\_\_\_\_\_ carrying on business under the name and style of \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_ ( hereinafter called "the said Contractor" which expression shall  
unless the context requires otherwise including his heirs, executors, administration and legal  
representatives).

**For Partnership Concerns**

1. Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_

2. Shri \_\_\_\_\_ son of \_\_\_\_\_ resident of \_\_\_\_\_  
carrying on business in co-partnership under the name and style of \_\_\_\_\_ at \_\_\_\_\_ (hereinafter  
collectively called "the said contractor" which expression shall unless the context requires otherwise  
include each of them and their respective heirs, executors administrators and legal representatives).

**For Companies**

M/s \_\_\_\_\_ a Company registered under the Companies Act, 1956 and having its registered  
office in the State of (Hereinafter called "the said Contractor" which expression shall unless the context  
requires otherwise include its administrators, successors and assigns).

**Financial Information**

**Name of Work: Construction of New Integrated Terminal Building at VSI Airport, Port Blair-Balance Work.**

**SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for 2022-23**

Financial Analysis: Details to be furnished by bidders in Balance Sheet/Profit & Loss Account for the last 3 Years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached)

S. No.	Financial Year	2019-2020	2020-2021	2021-2022	Average Annual Turnover
		1	2	3	
	Mentioned whether records are Audited	Yes/No	Yes/No	Yes/No	
(i)	Gross Annual Turnover				
(ii)	Turnover in Work				
(iii)	Net Profit/Loss				

Signature  
Authorized Signatory of the contractor/ Firm

**DECLARATION REGARDING DEBARMENT / BLACKLISTING OF FIRM**

**(To be executed on Rs 100/- Non Judicial Stamp Paper duly Notarized)**

**Name of work: Construction of New Integrated Terminal Building at VSI Airport, Port Blair-Balance work**

**SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for 2022-23.**

I/We ..... (Name and post of authorized signatory) on behalf of ..... (Name of firm) do hereby solemnly affirm and declare as follows:

- i. Our firm is not restrained / 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 proposal.
- ii. None of proprietor / Partners / Board Members / Directors of M/s ..... (Name of firm) has remained Proprietor / Partner / Board Member / Director in any firm which stands 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 proposal.
- iii. Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from binding in AAI, apart from any other appropriate contractual legal action including debarment / blacklisting, termination of the contract etc. as deemed fit.

Date:  
Signatory of the firm]  
Place:

[Signature and name of the authorized

**Note: Above undertaking is to be given on company's letter head.**



**DECLARATION**

To,  
**The Asst. General Manager (Engg. Civil),  
Airports Authority of India,  
VSI Airport (Project), Port Blair- 744101**

**Name of work: Construction of New Integrated Terminal Building at VSI Airport, Port Blair-  
Balance work.**

**SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for  
2022-23**

**Name of Contractor / Firm:**

With reference to the Condition Contract it is hereby confirmed that:

- i. We have no relative in AAI posted as an officer responsible for award and execution of this work.
- ii. Also, it is to intimate that we have not deployed and will not deploy in future during the course of work any person for this work who is/are near relatives to any AAI officers.

Date:

(Signature of Contractor)  
With seal

**DECLARATION REGARDING PAYMENT OF MINIMUM WAGES**

**Name of work: Construction of New Integrated Terminal Building at VSI Airport, Port Blair-Balance work.**

**SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport for 2022-23**

I, \_\_\_\_\_(Name), aged \_\_\_\_\_years, S/o. \_\_\_\_\_(Name),  
Proprietor / Managing Partner / Managing Director of \_\_\_\_\_

(Name of the Agency) do hereby solemnly affirm and state as follows:

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

Dated this, the ..... day of ..... month..... Year.

**DEPONENT**

Place:

Date:

(NOTE: This affidavit is to be attested by a First Class Magistrate / Notary Public on non-judicial stamp paper of Rs. 100/-.

**DECLARATION REGARDING PAYMENT OF GST**

To,  
The Asst. General Manager (Engg. Civil),  
Airports Authority of India,  
VSI Airport (Project), Port Blair- 744101.

**Name of work:** Construction of New Integrated Terminal Building at VSI Airport, Port Blair-  
Balance work.

**SH:** Providing Technical Assistants & Computer operator for Project Office at VSI Airport for  
2022-23

I..... (Name), aged ..... years, s/o .....  
(Name), Proprietor/

Managing Partner/ Managing Director of .....(Name of the Agency) do hereby  
solemnly affirm and state as follows:

- That we are registered under GST and compliant of GST provision.
- In case of non-compliance of GST provisions and blockage of any input credit we shall be responsible to indemnify AAI.
- That all input credits shall be passed on to AAI by the us

Place:

Date:

Proprietor/ Managing Partner/ Managing Director

**CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT**

It is certify that as per the audited balance sheet and Profit & loss account during the financial year....., the Net Worth of M/s. .... (Name & Register Address of Individual / firm/company), as on..... (the relevant date) is Rs. .... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three Years ending on (the relevant date)

Signature of Chartered Accountant

Name of the Chartered Accountant

Membership no. of ICAI

Date and seal

**Format for Power of Attorney for signing of BID**

Know all men by these presents, We----- (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ----- son/daughter/wife of ----- and presently residing at -----, who is presently employed with us and holding the position of-----, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID for the (Name of work) “-----

-----“ proposed or being developed by the Airports Authority of India (the “Authority”) including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/or upon award thereof to us and/or until the entering into of the Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, -----, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY OF THIS ----- DAY OF----- 2 -  
-----

For-----

(Signature, name, designation and address)

Of person authorized by Board Resolution

in case of Firm/Company)/partner in case of Partnership firm

Witnesses:

- 1.
- 2.

**Name of Work: Construction of New Integrated Terminal Building at VSI Airport, Port Blair-Balance work.**

**SH: Providing Technical Assistants & Computer operator for Project Office at VSI Airport**

Sl. no	Description of items	Unit	Qty
1	Providing 01 no. of clerical staff having experience in computer operation, competent for rendering efficient and expeditious services for the specification covered under this job contract at VSI Airport (Project office), Port Blair as per direction of Engineer-incharge. (01 Nos./p.m. x 12 months)	Job Per month	12.00
2	Providing technical services with qualified Diploma holder Engineer in Civil Engineering for assisting day to day supervision, quality control, estimations, billing etc., at VSI Airport (Project office), Port Blair as per direction of Engineer-incharge. (04 Nos./p.m. x 12 months)	Job Per month	48.00
3	Providing technical services with qualified Diploma holder Engineer in Electrical Engineering for assisting day to day supervision, quality control, estimations, billing etc., at VSI Airport (Project office), Port Blair as per direction of Engineer-incharge. (04 Nos./p.m. x 12 months)	Job Per month	48.00