

JOB CONTRACT FOR HIRING OF O7 NOS. PARAMEDICAL STAFF AND ASSOCIATED WORKS AT LGBI AIRPORT, GUWAHATI

TENDER DOCUMENT

Estimate Cost: - Rs. 18,84,830/-EMD amount: -Rs. 37,697/-Tender Cost: - Rs. 1,120/-

Tender No.AAI/GHT/ATC/PARAMED/2022. e-Tender No.2022 AAI 112405 1

AIRPORTS AUTHORITY OF INDIA LGBI AIRPORT GUWAHATI, ASSAM 2022-23

AIRPORTS AUTHORITY OF INDIA INDEX

TENDER DOCUMENT FOR

NAME OF WORK: - Job contract for hiring of 07 numbers Paramedical Staff and associated works at LGBI Airport, Guwahati.

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This is to certify that; this tender document contains total 35 (Thirty-Five) pages numbered serially.

AGM (ATM) For Airport Director LGBI Airport, Guwahati

AIRPORTS AUTHORITY OF INDIA NOTICE INVITING e-TENDER (2 ENVELOPES OPEN TENDER)

Tender ID: 2022_AAI_112405_1

- 1. E-Tenders are invited through the CPP e-tendering portal by Airport Director, Airports Authority of India, LGBI Airport, Guwahati -781015 on behalf of Chairman, AAI from the eligible Agency/contractors for the work of Job contract for hiring of 07 nos. Paramedical Staff and associated works at LGBI Airport, Guwahati at an estimated cost of Rs. 18,84,830/- (excluding GST, Bonus, PF, ESI) The contract period shall be for one year with the provision of further extension of another one year subject to approval of the competent authority and on satisfactory completion of work.
- 2. The tendering process is online at e-portal URL address http://etenders.gov.in/eprocure/app

Aspiring bidders may go through the tender document by login the CPP Portal.

3. Prospective tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Guidelines for bidders/Instructions for Online Bid Submission and Help for Contractors (Available in the Home Page)", register themselves and obtain 'User ID' & 'Password' at the e-Procurement module of the Central Public Procurement Portal (URL: https://etenders.gov.in/eprocure/app). and go through the 'Self Help Files' available in the Home Page after login CPP portal. They should also obtain Digital Signature Certificate (DSC) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile which is an essential requirement for submission of their application. The tenderer may also take guidance from CPP under GePNIC, Help Desk Services.

Landline Nos.: 011-24626632, 011-24632950, Ext-3512, 011-24632950 Ext-3505 011-24647596 and Mobile numbers: 08510096161, 08510096262 & 08510096363

Email address: <u>e-sap1@aai.aero</u>, <u>etendersupport@aai.aero</u>, <u>aniruddhasharma@aai.aero</u>, <u>gmit@aai.aero</u>

4. Mode of Payment for Tender Fee and EMD

4.1 Submission of Tender fee and EMD

Tender Processing Fees

Tender processing fee (Non-Refundable) of Rs. 1,120.00/- (One Thousand One Hundred and Twenty Rupees only) in respect of cost of the Tender Document will required to be paid by way of online, through payment gateway on CPP portal. State Bank of India (SBI) has been authorized as a Nodal Bank and its payment gateway has been integrated /mapped with CPP portal for the collection of Tender Processing FEE and EMD through e-procurement process.

Proof copy of submission of tender Fees duly digitally signed to be uploaded in Cover No. / Envelope – I by stipulated date and time (Bid Submission Date) mentioned in Critical Data Sheet.

Earnest Money Deposit (EMD)

Earnest Money (EMD) of amount **Rs. 37,697**/- will be required to be paid through online, through payment gateway on CPP portal. State Bank of India (SBI) has been authorized as a Nodal Bank and its payment gateway has been integrated /mapped with CPP portal for the collection of Tender Processing FEE and EMD through e-procurement process.

Proof copy of submission of EMD duly digitally signed to be uploaded in Cover No./Envelope – I by stipulated date and time (Bid Submission Date) mentioned in Critical Data Sheet.

Tender of the tenderer who's EMD not received within the stipulated date and time as mentioned in Critical Data Sheet as above shall not be considered for further tendering process and their tenders will be summarily rejected.

During bid evaluation, EMD exemption shall be granted to the NSIC/MSME registered firms. Firms seeking for exemption from EMD have to submit the valid self attested NSIC/MSME registration certificate issued by the Competent Authority. Validity date of registration should be mentioned on it. In case of invalid/non receipt of registration certificate, the Tenderers shall be summarily rejected.

Note: EMD amount in the form of cash or any other mode like DD except online payment shall not be accepted.

Refund of EMD

EMD of unsuccessful bidders received shall be refunded after completion of all formalities of bid.

Exemption from paving tender fees & Earnest Money Deposit

- i) Micro, Small and Medium Enterprises (MSMEs) registered with District Industries Centers or Khadi and Village Industries commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by the Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, and further amendments for goods produced and service rendered –shall be issued Tender Documents free of cost and shall be exempted from paying Earnest Money Deposit (EMD).
- ii) Price Preference: The price preference to MSMEs shall be applicable as per prevailing government norms/public procurement policy.

CRITICAL DATA SHEET

	Date	Time
Publication Date	11.04.2022	1800 Hrs
Bid Document Download/Sale Start Date & Time	11.04.2022	1800 Hrs
Clarification Start Date & Time	11.04.2022	1800 Hrs
Clarification End Date & Time	18.04.2022	1600 Hrs
Bid submission Start Date & Time	11.04.2022	1800 Hrs
Bid Submission End Date & Time	20.04.2022	1600 Hrs
Bid Opening Date & Time (COVER-I)	21.04.2022	1600 Hrs
Bid Opening Date Time & (COVER/ENVELOP- II)(Financial bid)	Shall be intimate qualified bidders portal	
Tender processing Fee	Rs. 1,120.00 (i/c refundable, throumode	/
EMD	Rs.37,697/Thromode.	ough online

Following 2 envelopes tenderers 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. Tenders are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document

Cover-I: - Bid containing scanned copy of EMD & Tender Fee:-

- i. Scanned copy of proof of online submission of EMD of value Rs.37,697/- (Rupees Thirty Seven Thousand Six Hundred and Ninety Seven Only).
- ii. Scanned copy of proof of online submission of Tender processing Fee of value Rs. 1120/- (One Thousand One Hundred and Twenty Rupees only).
- iii. Power of Attorney or Authorization (If Applicable).
- iv. Unconditional Acceptance of AAI's Tender Conditions. (Performa at Page 17 of Tender Document).
- v. Valid NSIC/MSME registration certificate issued by the Competent

Authority, In case of seeking for exemption from EMD and Tender Fee by NSIC/MSME registered firms.

vi. Qualifying requirements of the contractor/firm

Qualifying requirements of contractors/firms (To be submitted in envelope I):-

- i. Agency should have Permanent Account Number (PAN).
- ii. Agency should have valid registration on the Date of issue of Tender in appropriate class of CPWD/MES/P&T/Railways/State PWD/PSU/ municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata. OR Agency specialized in the similar nature of work and registered with Registrar of companies / Firms / Central Govt. / State Govt. having similar nature work experience.
- iii. 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 minimum Rs.7.54 Lakh or two works, each of minimum Rs.11.31 Lakh or one work of minimum Rs.15.08 Lakh in single contract of similar nature of work i.e. Similar works mean Providing manpower for different purposes. During last seven years ending on the last date/extended date of submission of bid. Work experience will be evaluated on annual basis. "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".
- iv. 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. Firms showing work experience certificate from non-government/non-PSU organization should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.
- v. Should have annualized average financial turnover of Rs.5.65 Lakh against works executed during last three years ending 31st march of the previous financial year. As a proof, copy of abridged Balance sheet certified by CA along with profit loss account statement of the firm certified by CA should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- vi. Self attested copy of Abridged Balance sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- vii. Should have valid GST registration no. (15 digit GSTIN). In case, bidder is having multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to AAI. In case firm do not possess the same & becomes L1 the firm will be required to get it essentially before award of work.
- viii. Firm shall submit duly signed and stamped Undertaking on his letter head in the format as given at page-18 of tender document in support of GST compliance.
- ix. Firm shall submit EPF and ESI registration proof. In case, firm do not possess the same, firm is required to get themselves registered with EPF & ESI authorities, if

- becomes L-1 before commencement of work. (undertaking at page-20)
- x. Affidavit regarding minimum wages (Performa given on page 33 of tender document)
- xi. Digitally Signed Tender Document.

Cover-II: - The Financial e-bid through CPP Portal:-

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the 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.

Tender of the tenderer, whose EMD, Tender fee and Un-conditional acceptance of AAI's Tender Conditions are not received, by the time as per Critical Data sheet of Tender then their tender will be summarily rejected.

Bids opening Process is as below:-

<u>Cover-I:</u> The folder containing documents for bid (uploaded by the contractor/firms) shall be opened as per 'critical data sheet'. The intimation regarding acceptance/rejection of their bids will be intimated to the contractors/firms through CPP portal.

If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover-I, he/she will be asked to provide it through CPP portal. The bidder shall upload the requisite clarification/ documents within time specified by AAI, falling which tender will be liable for rejection.

<u>Cover-II:</u> The financial bids of the contractors/ firms found to be meeting the qualifying requirements and technical criteria shall be as per CRITICAL DATA SHEET. (Depending on Technical bid evaluation the date shall be intimated through CPP portal).

- 1. 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.
- 2. AAI reserves the right to disallow issue of tender Document to agencies whose performance at ongoing project (s) is below par and usually poor or has been issued letter of restrain /Temporary/Permanent debar by any department of AAI or any case is pending before any court of law. AAI reserve the right to verify the credential submitted by the Agency at any stage (before or after the award the work). If at any stage, any information/documents submitted by the Applicant is found to be incorrect/false or have some discrepancy which disqualifies the firms then AAI shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The Agency shall be liable for debarment from tendering in AAI, apart from any

other appropriate contractual /legal action.

- 3. Consortium /Joint Venture companies shall not be permitted. No single firm shall be permitted to submit two separate Bids.
- 4. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of the acceptance.
- 5. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors/ Partners/Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then, the said entity shall not be allowed to participate in AAI tenders.

.....Sd.....

Airport Director AAI, LGBI Airport

Guwahati

Pre-Qualification CHECK LIST E-Tender No.2022_AAI_112405_1

(To be uploaded by applicants along with tender application in Envelope-I)

Name of work: "Job contract for Hiring of 07 (Seven) Paramedical Staff and associated works at ATS Unit at L.G.B.I Airport, Guwahati Assam for 12 months."

1	2	3	4
Ref No.	Qualifying Criterion	Particulars	Enclosure
1.	Envelope-I shall contain scanne	ed copy of	
a	Proof of Earnest money deposit		
ь	Proof of Tender Fee deposit		
С	Unconditional Acceptance (Proforma given on page -17 of tender document)		
d	Authorization letter/ power of attorney (If applicable)		
e	Valid NSIC/MSME registration certificate issued by the competent authority, in case of seeking exemption from EMD and tender fee by NSIC/MSME registered firms.		
f	Qualifying requirements of the contractor/firm as per NIT		
2.	Any other information		

	2.	Any other information		
•				
Pla	ce:			
Da	te:			Signature
			Authorized Signa	tory of the contractor/ Firm
		DEG	<u>CLARATION</u>	
I (_		hereby declare that the	documents submitted / enclose	sed are true and correct. In
	•	v document at any stage found fa it by AAI can be taken against me.	ke / incorrect, my EMD may	y be forfeited & action as
Pla	ce:			
Da	te:			
				Signature
			Authorized Signa	tory of the contractor/ Firm

 $\underline{CHECK\ LIST} \text{E-Tender No.} 2022_AAI_112405_1$

(To be uploaded by applicants along with tender application in Envelope-I)

Name of work: "Job contract for Hiring of 07 (Seven) Paramedical Staff and associated works at ATS Unit, at L.G.B.I Airport, Guwahati Assam for 12 months."

1	2	3	4
Ref No.	Qualifying Criterion	Supporting Document must have the following salient information which AAI would like to note	Enclosure check list
1(a).	Name and address of the firm/ contractor Telephone, Fax, E-mail		
1(b).	Authorized signatory (Name and Designation)		
2.			
a.	Details of Registration Registered with: Category & Limit: Valid upto:		Registration certificate copy enclosed : YES/NO
b.	Registration Undertaking (Page-18)		
c.	Experience details forming the basis of pre qualification		
b (i).	Certificate from clients of having satisfactorily completed	Details of the Three work(s) Work no.1	Copy of certificates enclosed .
	Three works of Rs.7.54 lakh (each in single contract of similar	Name of Work:	YES/NO
	nature of work during last 7 years ending on the last date/extended date of submission of bid.	*** 10 1 / 1	
		Cost:	
		Stipulated Date of Completionaspercontract agreement:	
		Actual Date of completion:	
		Completion Cost :	

		Work no.2	
		Work no.2	
		Name of Work:	
		Work Order / Agreement No. & dt.:	
		Cost: Stipulated Date of Completion as per contract agreement: Actual Date of completion:	
		Completion Cost :	
		Work no.3	
		Name of Work:	
		Work Order/AgreementNo.& dt.:	
		Cost:	
		Stipulated Date of Completion as per contract agreement:	
		Actual Date of completion:	
		Completion Cost :	
b(ii).	Or Two works of Rs. 11.31 lakh	Details of the two works:	
	(each in single contract of similar	Work no.1	
	nature of work during last 7 years ending on the last	Name of Work:	
	date/extended date of submission of bid.	Work Order/AgreementNo.& dt.:	
		Cost:	
		Stipulated Date of Completion	

		as per contract agreement:	
		Actual Date of completion:	
		Completion Cost :	
		Completion Cost.	
		Work no.2	
		Name of Work:	
		Work Order/Agreement No. &	
		dt.:	
		Cost:	
		Stipulated Date of Completion	
		as per contract agreement:	
		Actual Date of completion:	
		Completion Cost :	
	Or	Details of the work:	
b(iii).	One work of Rs.15.08 lakh (each	Work no.1	
	in single contract of similar nature		
	of work during last 7 years ending	Name of Work:	
	on the last date/extended date of	Traine of Work.	
	submission of bid.	Work Order/AgreementNo. &	
		dt.:	
		Cost:	
		Stipulated Date of Completion	
		as per contract agreement:	
		Actual Date of completion:	
		Completion Cost :	

	CA		
c.	CA certified copy of Abridged Balance sheet and Profit & Loss Account of the firm shall be submitted along with the		
	application. Firm showing continuous		
	losses for the last three years in the balance sheet shall be rejected.		
	-		
d.	Whether TDS certificate from	Govt. Organization / Private	VEC/NO
	client is enclosed	Clients. (Tick whichever is applicable.)	YES/NO
e.	TURNOVER: Annualized average financial	Year INR (in Lakhs) 2018-19	Proof of turn over enclosed
	Annualized average financial turnover equivalent to Indian	2018-19	(CA certified Abridged balance sheet & profit &
	Rupees Rs.5.65 Lakh/- during last	2019-20	loss A/C)
	three financial years.	2020-21	1088 A/C)
			YES/NO
f.	Permanent Account No.(PAN)		Copy enclosed:
			YES/NO
g.	Copy of ESIC Registration or undertaking as per page 20 if		Copy enclosed: YES/NO
	applicable.		I ES/NO
h.	Copy of EPF Registration or		Copy enclosed:
	undertaking as per page 20 if		YES/NO
i.	applicable. GST Certificate		Copy enclosed:
			YES/NO
j.	GST Undertaking (Performa given on page-18 of tender document)		Copy enclosed: YES/NO
k.	Affidavit regarding minimum		Copy enclosed:
	wages (Performa given on page -33 of tender document)		YES/NO
1.	Affidavit Blacklisting.(page-19)		Copy enclosed:
			YES/NO
m	Undertaking regarding relatives (Page-32)		Copy enclosed: YES/NO
	(32)		125/110
Place:			
Date:			Signature
		Authorized Signature	natory of the contractor/ Firm
		DECLARATION	
I () hereby declare th	nat the documents submitted / enclose	sed are true and correct. In case
	ocumentatany stage found fake/incorregainst me.	ect, my EMD may be forfeited & acti	ion as deemed fit by AAI can be
Place:			
Date:			Signature
			-

Authorized Signatory of the contractor/ Firm

NOTICE INVITING E-TENDER

Tenders are invited through E-tender portal by Airport Director AAI, Guwahati on behalf of Chairman, Airports Authority of India for the work of "Job contract for hiring of 07 nos. Paramedical staff and associated works at LGBI Airport, Guwahati," at an estimated cost of Rs. 18,84,830/- (excluding GST, Bonus, PF, ESI). The contract period shall be for one year with the provision of further extension of another one year subject to approval of the competent authority and on satisfactory completion of work.

- 1. Tenderer is advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- 2. Copies of documents pertaining to the works signed for the purpose of identification by the Accepting Officer or his accredited representative will be open for inspection for tenderers in the office of accepting officers during working hours.
- 3. The Tender shall be accompanied by Earnest Money of amount as mentioned in NIT.
- 4. 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.

5. The competent authority on behalf of the Airports Authority of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

- 6. The competent authority on behalf of Airports Authority of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
- 7. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable to rejected.
- 8. On acceptance of Tender Earnest Money will be treated as part of the Security Deposit which shall be 10 % of the contract value.
- 9. Airports Authority of India will return the Earnest Money where applicable to every unsuccessful tenderer except as provided in the Tender documents.
- 10. The Tenderer shall not be permitted to Tender for works in Airports Authority of India, in which his near relative is posted as Officer responsible for award and execution of contracts. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him, the contract liable to be rejected.
- 11. No Engineer or other Officer employed in Engineering, Administrative or other duties in the Airports Authority of India is allowed to work as a contractor for a period of one year after his retirement from service, without the previous permission of the Airports Authority of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of AAI as aforesaid before submission of the tender or engagement in the contractor's service, as the case may be.
- 12. The Tender for works shall remain open for acceptance for a period of 90 (Ninety) Days from the date of opening of Tenders. 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.
- 13. 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 credentials submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:

Forfeit the entire amount of EMD submitted by the firm.

Debar the firm for minimum three years to tender for AAI in any name/style.

14. Scope of Work:

The Job Contract for Paramedical Staff at L.G.B. International Airport, Guwahati includes assisting in works related to:-

- a) Breathe Alcohol Analyser test of officials as per regulatory requirement.
- b) Maintenance of related Records/Documents.
- c) Maintenance of Breathe Alcohol Analyzers.
- d) Creation of database related to Breathe Analyzing reports.
- e) Maintenance of Files/ registers.
- f) Typing related letters/correspondences.
- g) Calibration of 06 nos Breathe Alcohol Test machines.
- h) Provision of required stationery.
- i) Other related works assigned to them as per the office requirement and as desired by the Airport Director.

AGM (ATM) For Airport Director AAI, LGBI Airport, Guwahati

ANNEXURE-I

(To be submitted in Cover-I)

To, The Airport Director Airports Authority of India, LGBI Airport, Guwahati.

Tender No.: AAI/GHT/ATC

E-Tender No.: 2022 AAI 112405 1

Sir

UNCONDITIONAL ACCEPTANCE OF AAI'S TENDER CONDITIONS

The tender documents for the work "Job contract for hiring of 07 numbers Paramedical Staff and associated works at LGBI Airport, Guwahati." 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 made available to me/us in the office of Airport Director, AAI, LGBI Airport, Guwahati. Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.

- 1. I/We hereby unconditionally accept(s) the tender conditions of AAI tender document in it's entirely 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 upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document 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 **full said earnest money absolutely.**
- 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. The required earnest money as specified for this work has already been paid.

Yours faithfully

(Signature of the Tenderer) With Rubber Stamp

Date:

(TO BE SUBMITTED IN ENVELOPE – I ON LETTER HEAD) UNDERTAKING

		(Name of the
company/firm) hereby under	rtake that in case the Registration Certificate	No (Registration on the Date of issue of
Tender in appropriate cla	ss of CPWD/MES/P&T/Railways/State P	PWD/PSU/ municipal Corporations &
Development Authorities	of Delhi, Mumbai, Chennai and Kolkata.	OR Agency specialized in the similar
nature of work and regist	tered with Registrar of companies / Firm.	s / Central Govt. / State Govt. having
į	erience)	
1	of the Department) submitted by me/us, is foun	·
`	king participation in all future AAI works & any	
our company/firm as deemed		y other suitable action may be taken against
our company/mm as accined	. In by 1111	
	.	
	Signature of	of Director / Proprietor of the company/firm (With official rubber stamp) Date:
		<u> </u>
(TO DE CLIDATES		
•	FED BY BIDDERS IN ENVELOPE –I \mathbf{ON} '	, , , , , , , , , , , , , , , , , , ,
•	TED BY BIDDERS IN ENVELOPE –I ON ' OR REGISTERED UNDER GST AND COM	, , , , , , , , , , , , , , , , , , ,
`		, , , , , , , , , , , , , , , , , , ,
UNDERTAKING F		MPLIANT OF GST PROVISION
UNDERTAKING F I/We	OR REGISTERED UNDER GST AND COM (Name of company/Firm)	hereby undertakes that We are
I/Weregistered under GST and cor	OR REGISTERED UNDER GST AND COM (Name of company/Firm) mplying the GST provision. Incase of non-com	hereby undertakes that We are appliance of GST provisions and blockage of
I/Weregistered under GST and cor	OR REGISTERED UNDER GST AND COM (Name of company/Firm)	hereby undertakes that We are appliance of GST provisions and blockage of
I/Weregistered under GST and cor	OR REGISTERED UNDER GST AND COM (Name of company/Firm) mplying the GST provision. Incase of non-com	hereby undertakes that We are appliance of GST provisions and blockage of
I/Weregistered under GST and cor	OR REGISTERED UNDER GST AND COM (Name of company/Firm) mplying the GST provision. Incase of non-com	hereby undertakes that We are appliance of GST provisions and blockage of

Affidavit regarding black listing/ debarring of firm

(To be executed in Rs. 100/- Non Judicial Stamp Paper duly Notarized)

Name of Work: Job contract for hiring of 07 numbers Paramedical Staff and associated works at LGBI Airport, Guwahati.

	I, (), age	years S/o
	proprietor/Managing Partner/ Managing Director of M	/s having address
	do	hereby solemnly affirm and state as follows:
(1)	I/we are not debarred / blacklisted by AAI or Central /St debarment is not in force as on last date of submission of discovered during tendering stage and/or at later stage, o AAI, forfeiture of earnest money deposit, performance appropriate contractual action including debarment/black	of proposal. Our firm understand that in case above is our firm shall be liable for restrainment from bidding in ce guarantee, security deposit apart from any other
(2)	I/we are not facing any action of any act with AAI.	
(3)	I/we are not having any dues to be paid to AAI (disputed	or undisputed).
(4)	I/we are not having established business with AAI in any of AAI.	y other company name which has any outstanding dues
Da	t e:	
		(Signature of the Contractor) With rubber-stamp.
(No	otary)	

Undertaking for EPF/ESI Registration

(To be submitted by bidders on their letter head for agencies who do not have EPF/ESIC Registration)

GENERAL CONDITIONS OF CONTRACT

- 1. Tenders are invited by Airport Director, Airports Authority of India, LGBI Airport, Guwahati for the work as mentioned.
- 2. The tender shall be in the prescribed Form.
- 3. Tender are invited on the basis of three envelopes system as detailed in NIT.
- 4. A contractor shall not submit more than one tender.
- 5. No two or more concerns/firms in which an individual is interested as Proprietor and/or Partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.
- 6. The Airport Director shall be the Accepting officer herein after referred to as such for the purpose of this contract. Submission of a tender by a tender implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
- 7. All rates shall be quoted in Price Bid only. (As per performa given in the Annexure-III) of the tender form.
- 8. In this tender, only rates quoted shall be considered. Any tender containing percentage below/above the rate quoted is liable to be rejected.
- 9. Tenders shall be received by the Accepting authority up to the date and time as mentioned in **Critical** data sheet and shall be opened on the date and time as mentioned in Critical date.
- 10. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering and lowest evaluated bid in technically are commonly conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
- 11. A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any major modifications.
- 12. A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms and conditions of the tender, which are not acceptable to AAI, shall also be treated as a major modification.

- 13. A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
- 14. On acceptance of tender earnest money will be treated as part of the security.
- 15. Airports Authority of India will return the earnest money, where applicable, to every unsuccessful tenderer.
- 16. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instruction from Airports Authority of India.
- 17. Taxes as applicable in respect of this contract shall be payable by the contractor and may be deducted at source. Airports Authority of India will not entertain any claim what so ever in this respect.
- 18. This tender document shall form part of the contract document/agreement.
- 19. All the tenderers must indicate the capacity & authority of the individual signing tender.
- 20. Airports Authority of India does not take responsibility for late submission of Tender fee, EMD or other documents sent by post.
- 21. As the site of the work is in the restricted area, the contractor is required to obtain Photo Identity Card (PIC) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through AAI. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable/ enforced from time to time shall be complied with at no extra cost to AAI. No claim what so ever on this shall be allowed. Incidental expenses incurred towards PIC shall be borne by the contractor. Contractor must submit police verification certificate of his firm situated, by local SP office & copy must be submitted within 30 days from the date of contract award.
- 22. The EMD of the successful tenderer will be liable to forfeiture if he does not fulfil any of the following conditions:
- i. Furnishing of Security Deposit / FDR in favour of AAI for an amount equivalent to 10% of the total value of the contract amount within 30 days of the receipt of the letter awarding the contract or such other period as decided by the competent authority.
- ii. Execution of the agreement within 30 days of the receipt of the letter awarding the contract.
- iii. Undertaking the work within 15 days of the receipt of the letter awarding the contract.

23. a) For technical evaluation

- i. Unconditional acceptance of AAI's tender conditions in its entirety as per enclosed format(pg 17.
- ii. Submission of Tender Fee & EMD (Earnest Money Deposit) online.
- iii. All the required document mentioned in NIT.

- 24. At the stipulated time of opening of technical evaluation, the offers from those tenderers who are unable to unconditionally accept AAI's tender conditions or who fail to deposit the required EMD will be rejected and financial evaluation containing tender document price bid shall not be opened.
- 25. Once the tenderer has given unconditional acceptance to AAI's tender condition in its entirety, they are not permitted to put any remarks / conditions (except unconditional rebate on quoted rates).
- 26. In cases the conditions mentioned above is found violated after opening the financial bid, the tender shall be summarily rejected. AAI shall without prejudice to any other remedy, be at liberty to forfeit the full said earnest money absolutely.
- 27. This notice shall form part of the contract document. The successful tenderer or contractor on acceptance of his tender by accepting authority shall within 30 days from the stipulated date of start of work, sign the contract agreement consisting of Notice Inviting of Tenders, General Conditions of the contract and Special Conditions of the contract as issued at the time of invitation of tender and acceptance thereof together with any correspondence thereto.
- 28. The contract agreement shall be executed on a non-judicial stamp paper of Rs100/-and the cost of the same shall be borne by the contractor.
- 29. The contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his employees and keep AAI indemnified from any compensation / liability.
- 30. Damage to the equipment's of AAI due to the negligence of the contractor's workers shall be repaired at the contractors cost and shall be recovered from the dues payable
- 31. The acceptance of the tenders will rest with the competent authority which does not bind itself to accept any tender and reserves to itself the right to reject any or all of the tenders without assigning any reason.
- 32. The work force deployed for this job contract shall be regular employee of the contractor. The contractor shall be responsible for the recruitment, retainment and retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.
- 33. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.

34. The Contractor shall comply with the requirements of all standard Health Clauses including those given below: -

The Contractor shall notify to Airport Director whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Director may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary. The expense towards medical examination has to be borne by the contractor.

- 35. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arouses then Contractor shall be liable to borne for the expenses and result of such litigation.
- 36. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any damage to such properties. He shall make good, at his cost and to the satisfaction of the Officer In- Charge, any damage to AAI property or public or private property whatsoever caused thereon by the contractor.

AGM (ATM), For Airport Director LGBI Airport, Guwahati

SPECIAL TERMS & CONDITIONS OF CONTRACT

- 1. The following special conditions shall be read in conjunction with AAI General Conditions of Contract. If there are any provisions in the special conditions of contract which are at variance with provision of General Condition of Contract (AAI). The provision in these special conditions shall take precedence.
- 2. The working hours shall be either in three shifts. (Morning, Afternoon, Night) or in general duties of 8 hours' duration or as decided by the Airport Director or his authorized representatives.
- 3. The agency shall provide necessary services by deploying their regular employees under their supervision, subject to inspection by AAI authorized Officer. The agency has to **submit duty roster** of the manpower on monthly basis as per the direction of Airport Director or his authorized representatives.
- 4. The agency shall be responsible during the entire period of contract for calibration of 06 nos. Breathe Alcohol Test Machines once in every six months from ISO certified agency and as per regulatory requirements at his own cost including transportation cost, taxes if any excluding GST. Available Model of BA Test Machine is AP338 (inbuilt printer and camera).
- 5. The agency shall be responsible during the entire period of contract for provision of stationery requirements like thermal paper suitable for Breathe Alcohol Test machines available at station.
- 6. The price quoted shall be inclusive of contractor profit, minimum wages, etc. for the contract period excluding GST, PF/ ESI contribution of employer, Bonus. Agencies quoting prices which appears that minimum wages rate of 01.04.2022 is violated are liable to get rejected. If increase in minimum wages comes more than the existing minimum wages rate during contract period, same shall be reimbursed to contractor on production of documentary evidence. No additional payment such as contractor profit shall be paid to contractor due to increased wages. GST applicable is payable as per rule. The price quote for calibration charges and stationery shall be inclusive of all taxes but exclusive of GST.

The current rate of minimum wages (w.e.f. 01.04.2022) is given below for reference:-

Skilled - Rs 734/- per day

- 7. The contractor has to ensure that in any case the wages paid to the workers should not be less than minimum wages and to be <u>paid within seventh of every month.</u>
- 8. <u>ESI & EPF</u> amount paid to the statuary authorities by the contractor shall be <u>reimbursed</u> on basis of submission of documentary evidence i.e. copy of challan with detailed statement of each manpower. The employer contribution to be deposited are as:
 - a) P.F. Contribution@13.61% on actual wage payment for each worker.

- b) E.S.I @4.75% on actual wage payment for each worker.
- 9. Applicable GST as per rule shall be reimbursed basis of submission of original GST invoice.
- 10. The contractor shall intimate PF account number and ESI registration number after award of work and shall have continue valid PF account number and ESI registration number till actual completion of contract.
- 11. Contractor shall have to employ worker for operation and other work as mentioned in scope of work.
- 12. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account. No. & ESI Registration number within one month from award of work.
- 13. Before deploying the worker, contractor shall submit declaration form duly signed by worker and counter signed by employer along with qualification certificate, experience certificate if any, police verification, Address proof, Identity proof and photo etc. has to be submitted to Airport Director for verification.
- 14. Contractor's worker should obtain the necessary entry pass from the competent authority before engaging on work at their own cost. It is the responsibility of contractor to obtain such passes from competent authority as per AAI policy. However, AAI will assist them in the term of issue of letter if required. Nothing shall be paid extra on this effect.
- 15. No duty shall go vacant, if any of the workers goes on leave a suitable substitute has to be deputed by the contractor. In case, no one is deputed and the duty remains unattended, the same will be recovered double rate of prevailing minimum wages and the contractor shall be fully responsible for any problems in operational duties due to absent of the worker.
- 16. The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis. If PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly within the due date, AAI reserves the right to recovery/ withhold @ 26% & 6% against PF & ESI respectively from the running account bill/ final bills.
- 17. All services shall be performed by persons qualified and skilled in performing such services.
- 18. The persons who will be employed as Paramedical Staff by contractor/suppliers must have following minimum qualifications and attributes.
 - i. Holding BSc. (Nursing)/Diploma (Nursing) from recognized university.
- 19. The contractor shall be responsible for the following points during period of contract: -

All the Payment is to be made to the workers by A/c Payee Cheque / RTGS / NEFT only.

- i. The contractor should submit a details statement of wages paid to employees before 10th of every month.
- ii. The contractor has to maintain the wage register for his employees and has to be produced for verification of the principal employer (AAI) as and when required.
- iii. PF. Contribution for total manpower @ 13.61% per year for each worker on actual wages paid excluding Overtime.
- iv. E.S.I.C. / Accident cum Mediclaim Policy Premium for total manpower @ 4.75% per year for each worker.
- v. Bonus for total manpower @ 8.33% per year for each worker.

Payment will be made to the contractor after submitting the following documents each month.

- i. Wage Register.
- ii. EPF/ ESIC copies along with details of PF/ ESIC contribution of each worker and employer along with undertaking that working employee and firm contribution is inclusive in the challans submitted.

19.1 The following penalties will be imposed on the Contractor for the breach of any of the following conditions of the contract.

Sr. No.	Type of work / quantity	Penalty
1	Late Reporting of personnel	Rs.200/- per person
2	Change of personnel without prior permission.	Rs.500/- per person
3	Leaving duty place / absents with ut permissions	Minimum wages + Rs.100 per day per person
4	Not behaving properly while on duty.	Rs.1000/- per person

20. Terms of payment:-

The Running payments for the work done shall be released Monthly by AAI only after salary payments to all workers & submitting the proof of disbursement and deducting the applicable taxes. The Security Deposit @ 10% shall be deducted from the running bills, which shall be released after successful completion of Defects Liability Period.

The following documents as applicable shall be produced and self-attested photo copy shall be submitted by the contractor during each running bills:-

i. Monthly Challans of E.P.F. and E.S.I. deposits upto previous month.

- ii. Wages register signed by workers of each month.
- iii. Bonus details received and signed by workers.
- iv. Attendance registers.
- v. Documentary proof towards calibration of BA sets from ISO certified agencies.
- vi. Documentary proof towards purchase of suitable thermal paper rolls for BA sets.

21. PAYMENT OF WAGES:-

- 21.1 The payment to be made by contractor to manpower provided for services/Job Work for above said work shall not be less than minimum wages as prescribed by the Central Govt. The contractor shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation and Abolition) Act. Minimum Wages Act 1948, Gratuity Act, Employees Provident Fund Act., Industrial Dispute Act, Bonus Act and other industrial enactments at his own cost and risk, in respect of all staff employed by him. If due to any reason whatsoever, the AAI is made liable for any acts of omissions and commissions under laws in force, it shall be payable by the contractor and all such liabilities shall be recovered by the AAI from any dues payable by AAI to the contractor and/or from security deposit of the contractor and available properties and sources of contractor through process of law.
- 21.2 The contractor shall comply with the provisions of the payment of wages Act 1936, minimum wages Act 1948, workmen's compensations Act 1923, employee liability Act 1938, industrial dispute Act 1947, maternity benefit Act 1961, Bonus Act and the contractor's labour (Regulation and abolition) Act 1970 or modification thereof or any other laws relating thereto and the rule made there under from time to time.
- 21.3 Contractor shall comply all statutory provisions various acts in respect of manpower provided for services /Job Work for said work like EPF, ESI, Labour License etc. in respect of produce necessary manpower provided to AAI issued by appropriate Government Authority (ies) and voucher for proof of payment made to appropriate authority in respect of EPF, ESI etc in next month bill towards the manpower provided to AAI, failing which their next month payment would not be processed. The payment of wages should be made directly by the contractor to his workmen and not through any other agencies.
- 21.4 In case of non-payment of wages or any other dues of any workman engaged and provided for Job Work to AAI by contractor, AAI reserves the right to make payment and to recover the amount of such payment from bill of contractor or from any amount payable to him under any contract or as debt payable by contractor.
- 21.5 Release of payment to the contractor each month shall be subject to the contractor satisfying the AAI that the contractor has paid prescribed minimum wages to his workers provided for Job Work to AAI during the previous month and documents/proof submitted by contractor.
- 21.6 At any point of time during currency of contract awarded to the successful firms, the rate quoted by contractor Job Work and payment Wages to their worker including VDA and approved by AAI falls lower than minimum wage including VDA declared by local appropriate Government Authority, contractor may submit necessary application for revision of rate of minimum Wage

including VDA and related statutory contributions by AAI (percentage of Wage including VDA in respect of ESI, EPF and excluding contractor service charge) to the Airport Director O/O the Airport Director, Guwahati. Contractor has to ensure payment of minimum wage to manpower provided to AAI for Job Work and related statutory contributions (ESI, EPF) by AAI and contribution by each person & deposition with appropriate Government Authorities as per prevailing laws during currency of contract.

21.7 On award and commencement of contract within one month, contractor has to submit an affidavit on non-judicial stamp paper before officer concerned that they are fully observing the Minimum Wage Act, 1948, payment of minimum wages to labours, deduction of provident fund amount at the prescribed rate and timely deposit to the P.F. account in legal obligation under the Labour (Regulation and Abolition) Act, 1970.

22. <u>COMPLIANCE OF VARIOUS ACTS ON LABOUR:</u>

- 22.1 Contractor has to obtain the valid labor license from the Regional Labour Commissioner before engaging and deputing the workmen at this site under the contract labour (R&A) Act, 1970 and the contractor labour (Regulation and Abolition) central Rules 1971.
- 22.2 Payment through bank A/c is mandatory hence the monthly wages to all employees deployed at site should disburse through bank and to the respective employees account. The contractor is required to submit bank A/c, EPF, ESI individual code no. to the competent authority or AAI representative within one month from the date of issue of work order.
- 22.3 EPF and ESI amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

 The quoted rate should not include labour components of PF, ESI, and Bonus as per the prevalent Govt. guidelines. All the payment (PF, ESI, and Bonus) will be reimburse on production of documentary evidence/proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities. If any additional statuary taxes by the state Govt will be reimburse on production of documentary evidence of payment to statutory, regulatory authority duly certified by In-charge.
- 22.4 No escalation on items is applicable. However, agency will be entitled to get reimbursement of hike in minimum wages, PF, ESI contribution on production of documentary evidence.
- 22.5 The contractor shall ensure regular and effective supervision and control Job Work by their personnel deployed by him and give suitable direction for undertaking the contractual obligations.
- 22.6 The contractor has to comply with necessary statutory requirement on contract labour regulations and abolition act 1970 & any amendments thereof. Any violation for not following the labour laws shall be contractor's responsibility. In this regard, an affidavit in Rs.100/- non judicial stamp paper shall be furnished by contractor as per format mentioned in **Annexure-II**.
- 23 **RECORDS:**

The contractor shall keep and maintain any and all records as are required to be maintained by

the contractor under the Contract Labour (Regulation and Abolition) Act 1970, the factories Act, the payment of Wages Act and /or any other applicable laws, rules or regulations, and shall furnish to the concerned officers/authorities in this behalf of any and all information, reports and return as are required to be furnished by the contractor under any such laws, rules or regulations.

- 24. The AAI shall be entitled at all times to carry out any check or inspection of the contractor's facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under provisions. Any violation shall, without prejudice to any other rights or remedies available to the AAI, constitute a ground for termination of the contract as though specifically set for under clauses of GCC thereof.
- 25. The Authority will not be responsible for any injury sustained by the workers during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. To comply with all liabilities out of any provision of labour acts/- enactment's either in force or enacted from time to time during the execution of this contract shall be the responsibility of agency. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Furthermore; the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.
- 26. The agency will carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards to the nature of service, the Authority shall intimate to the agency who shall attend the complaints promptly.
- 27. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.
- **28.** Agency/contractor shall arrange for police verification of character & antecedents, Airport Entry Passes to be provided at Agency/Contractor Cost.
- **29.** Contractor shall provide the photo identity card to all his employees, indicating name, designation etc.
- **30.** Contractor must nominate one supervisor for proper liaison.
- 31. If the AAI is not satisfied with the conduct, behavior etc. of any of the staff/ operating crew of contractor, the contractor shall replace the person concern as per advice of the AAI.
- 33. ARBITRARTOR: -All disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof shall be settled by arbitration for which Arbitrator will be appointed by AAI. The applicable law shall be the laws of India in force. The jurisdiction settles any dispute regarding this contract shall be within Guwahati Courts only.

34. <u>Dispute Resolution Committee</u>

(A) If dispute of any kind, whatsoever, arises between the procuring entity and contractor

in connection with or arising out of the contract or the execution of the works, whether during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the engineer, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee (DRC) appointed by RED AAI, NER.

- (B) DRC thus constituted may act as "conciliator" and will be guided by principles of "conciliation" as included in part III of Arbitration & Conciliation Act 1996.
- (C) DRC should take into consideration, rights and obligations of partied, usage to trade concerned and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn up and signed by the parties. DRC will authenticate the settlement agreement and furnish a copy to each party.
- (D) (C) DRC may likely to give its report within 45 days of its constitution.

35. TERMINATION OF CONTRACT: -

- 35.1 Without prejudice to the right of termination provided under the Terms & Condition or without prejudice to any other remedy available to the contract in this behalf, the AAI may terminate the contract at any time on giving the contractor not less than one month's notice in writing if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which the Airport Director, LGBI Airport, Guwahati shall be the sole judge.
- 35.2 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 what so ever, 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.
- 35.3 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the whatsoever.
- 36. **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.
- 37. **Agreement:** The NIT, Scope of work, specification, General Condition of Contract, General terms and conditions as specified above and the work order placed on successful tenderer shall form the part of the agreement to be made with the AAI.

<u>Declaration by the Contractor/Tenderer (In letter head)</u>

I/We hereby declare that none of the members of my/our relatives is relative of any employee of AAI and I/We also further declare that no Director/employee of Airports Authority of India is /are a Director/Partner of my/Our firm/Company/Partnership/Proprietor.

Signature of Tenderer	:
Name	:
Date	:
Seal	

ANNEXURE-II

AFFIDAVIT

(To be executed in RS. 100/- Non Judicial Stamp Paper Duly Notarized)

()
geyears S/o	
roprietor / Managing Partner / Managing Director of M/s	
aving address	
o hereby solemnly affirm and state as follows;	
am competent to swear this affidavit on behalf of (name of the a	gency)
nd hereby confirm that I am fully complying with the legal obligations with regards to paym	nent of
inimum wages as per minimum wages Act - 1948 and deduction of Provident Fund Authorities	as per
PF & MP Act – 1952 and Contract Labour (Regulation and Abolition) Act, 1970.	
ate:	
(Signature of the Contracto With rubber-stamp.	or)
Notary)	

L.G.B.I Airport Guwahati – 2022-23
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Item Rate BoQ Validate Print Tender Inviting Authority: Airport Director, AAI, LGBI Airport, Guwahati, Assam - 781015. Name of Work: Job contract for hiring of 07 nos Paramedical Staff and associated works at ATS Unit at LGBI Airport, Guwahati. Tender Ref No: AAI/GHT/ATC/PARAMED/2022 E-TENDER ID: 2022_AAI_112405_1 Name of the Bidderl Bidding PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) NUMBER * TEXT # NUMBER * TEXT # NUMBER * NUMBER * TEXT # Item Description BASIC RATE TOTAL TOTAL AMOUNT In Words Quantity Units No. (Excluding AMOUNT in GST,PF,ESI and te. Bonus as applicable for each column) In igures To be entered by the Bidder 2 5 9 4 Hiring of 07 nos.Paramedical Staff at 0.00 INR Zero Only 12 Month ATS Unit at LGBI Airport, Guwahati. Calibration of BA sets every six months. Model AP338(inbuilt Camera and 0.00 INR Zero Only 12 printer) or equivalent 3 Supply of thermal paper rolls suitable for 50 0.00 INR Zero Only BA sets available at station for no conductina tests **Total in Figures** 0.00 INR Zero Only Quoted Rate in Words INR Zero Only