Cost of Tender: Rs. 590/-

Airports Authority of India Biju Patnaik International Airport Bhubaneswar-751020



TENDER NOTICEFOR

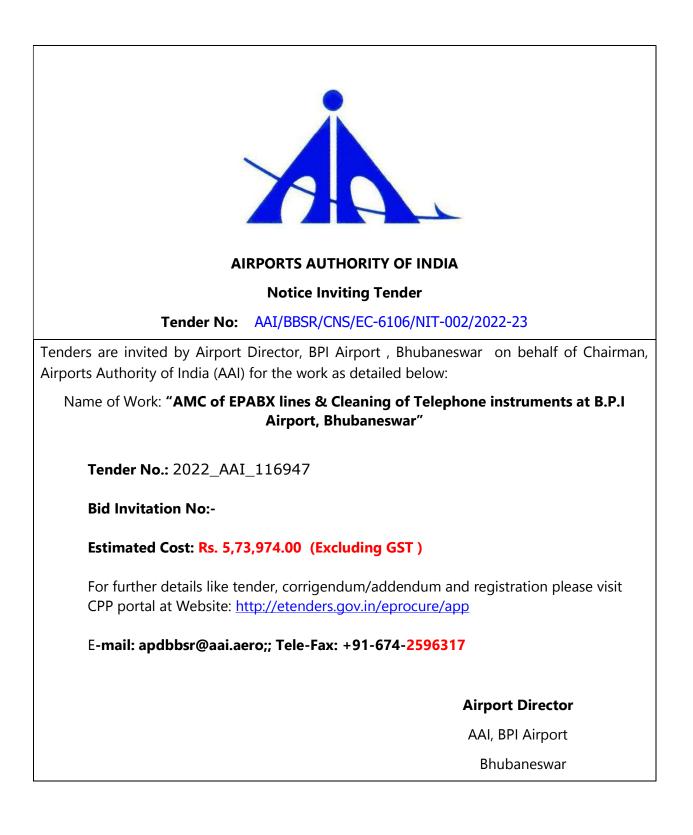
AMC of EPABX lines & Cleaning of Telephone instruments at B.P.I Airport, Bhubaneswar.

ई-प्रोक्योरमेंट पोर्टल पर ई-निविदा संख्या: E-Tender No. on e-procurement Portal:

ई-निविदा लागत: रु.590/- (जीएसटी @ 18% सहित) E-TENDER COST: Rs. 590/-(Inclusive of GST @ 18%)

| Name of Bidder: | |
|--------------------------------|---|
| Address of Bidder: | _ |
| Date of uploading on e-portal: | |

(Signature & Seal of Tenderer)



Last date of submission of tender is 11/06/2022 ,1800 hrs

For other details please visit Website :

- http://etenders.gov.in/eprocure/app
- www.aai.aero E-tender–NIC-CPP PORTAL

Sd/-

(Airport Director)

BPI Airport, Bhubaneswar.

(Signature & Seal of Tenderer)

TABLE OF CONTENTS

| Sr. No. | Section | PARTICULARS | PAGE |
|---------|---------------|--|-------|
| 1 | Section-I | Notice Inviting Tender | 5-11 |
| 2 | Section-II | Guidelines To Bidders | 12-16 |
| 3 | Section-III | General Information And Guidelines | 17-22 |
| 4 | Section-IV | Scope of work, Terms & Conditions | 23-29 |
| 5 | Section - V | Compliance statement | 30 |
| 6 | Annexure-I | Minimum wage calculation sheet | 31-32 |
| 7 | Annexure-II | Performa for Bank guarantee | 33-35 |
| 8 | Annexure-III | General information of Bidder | 36 |
| 9 | Annexure-IV | Performa letter of E-Payment. | 37 |
| 10 | Annexure-V | Agreement Performa | 28-39 |
| 11 | Annexure VI | Acceptance letter | 40 |
| 12 | Annexure VII | Details of The Vendor Firm/Company | 41 |
| 13 | Annexure VIII | Declaration-1 by the Contractor/ Bidder | 42 |
| 14 | Annexure- IX | Declaration-2 by the Contractor/ Bidder | 43 |
| 15 | Annexure-X | Declaration-3 by the Contractor/ Bidder | |
| 16 | Annexure-XI | Declaration-4 by the Contractor/ Bidder | 44 |
| 17 | Annexure-XII | Declaration -5 by the Contractor/ Bidder | 45 |
| 18 | Annexure-XIII | e-XIII Format of Monthly Certificate of Satisfactory service | |
| 19 | Annexure-XIV | Undertaking regarding timely payment to man power | 47 |
| 20 | Schedule A | Price Bid Format ("Financial Bid") | 48 |

(Signature & Seal of Tenderer)

SECTION-I

NOTICE INVITING TENDER (3 BOT – 3 ENVELOPE OPEN TENDER)

Tender ref no: AAI/BBSR/CNS/EC-6106/NIT-002/2022-23

Tenders are invited through CPP E- Tendering portal by Airport Director, AAI, BPI Airport, Bhubaneswar-20, on behalf of Chairman, A.A.I. from the eligible **bidders for the works as detailed below.** The Central Public Procurement Portal specified throughout this document is the online system for Bidders to submit their Tender packages. More information useful for submitting online bids on the Central Public Procurement Portal may be obtained at: <u>http://etenders.gov.in/eprocure/app</u> and https://www.aai.aero/en/Tender/Apply

- **1.1** Details of works: AMC of EPABX lines & cleaning of Telephone instruments at B.P.I.Airport, Bhubaneswar.
- **1.2** Estimated Cost (Inclusive of PF, ESI, Bonus and excl. GST) :- INR 5,73,974/-.(for 2 years)
- **1.3 Tender fee** and **EMD** will be paid by way of offline payment.

Estimated cost of the purchase / work & the EMD are as given below:

| S. no. | Name of the Work | Estimated Cost (for 2years) in INR (inclusive of PF, ESI, Bonus excl. GST) | EMD in INR | Tender Submission Date | Cost of tender feein INR (Inclusiveof Taxes) |
|-----------|--|---|---------------|------------------------------|---|
| 01. | AMC of EPABX lines & cleaning of Telephone instruments | 5,73,974.00 | 11,479.00 | 11/06/2022 15:00hrs | 590.00 |

1.4 The critical dates for this tender are as given below.

| Schedule of Important Activities. Date & Ti | |
|---|--------------------|
| Tender publish date | 25/05/2022 1200Hrs |
| Fee folder Opening date | 13/06/2022 1200Hrs |
| Document Download/Sale start date | 25/05/2022 1230Hrs |
| Document Download/Sale end date | 11/06/2022 1800Hrs |
| Clarification Start Date | 25/05/2022 1300Hrs |
| Clarification end date | 27/05/2022 1700Hrs |
| Bid submission Start date | 25/05/2022 1230Hrs |
| Bid submission end date | 11/06/2022 1800Hrs |
| Last date and time Demand Draft against EMD and Tender Feereach AAI | 13/06/2022 1100Hrs |
| Opening of PQQ/Technical bids | 13/06/2022 1200Hrs |
| Opening of financial bids | 21/06/2022 1600Hrs |

- 2. Eligibility Criteria :
 - i. Agencies shall have experience in this field and having sound knowledge of the work.(supporting documents shall be provided)
 - ii. The applicant agency should have EPF, ESI, PAN, GSTIN Registration no. in the name of the firm participating in E-Tender.
 - iii. A party or individual falling under the following categories is not eligible:
 - a) Having outstanding dues in respect of any contract with Airports Authority of India at any airport under its administrative control.
 - b) Debarred/black-listed by Central Vigilance Commission, Central Bureau ofInvestigation or by Airports Authority of India (International or National Airports division).
 - c) Parties facing action under PPE act, with AAI.
 - d) His near relative is posted as officer in any capacity between the grades ofExecutives and Non Executives (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in AAI.

Bidder firm shall submit an undertaking regarding all sub clauses of 2 i.e. Eligibility criteria.

Note: By the term near relative is meant wife, husband and parents, grandparents, children and grandchildren, brothers and sisters, uncle, aunt and cousin and their corresponding in laws.

3. Annualized average financial turnover:

| Details | Amount(INR) | Duration |
|---|-------------|---|
| Bidder should have annualized average financial turnover of atleast | 1,72,192.00 | During last 3 years ending 31 st March of previous year. |

As a proof of financial turnover, copy of abridged Balance Sheet along with Profit & Lossaccount of the bidder for last three years should be submitted.

4. Experience :-

The bidder should have successfully executed work order for AMC during last seven years.

| S. No. | Details | Amount(INR) |
|--------|---|--------------|
| 1. | One order of value more than or equivalent to (80%) | INR 4,59,179 |
| 2. | Two orders each of value more thanor equivalent to (50%) | INR 2,86,987 |
| 3. | Three orders each of value more than or equivalent to (40%) | INR 2,29,590 |

- **5.** Performance/Experience Certificate:
 - i. Bidder must submit performance/experience certificate in respect of the works claimed against experience as mentioned under Para 4. These certificates should be issued by theend user for whom the works have been carried out. Certificate shall be endorsed by the bidder. Such performance/experience certificates should clearly indicate the following:
 - i. Value of order or contract
 - ii. Scope of order or contract
 - iii. Order or Contract No., Award date
 - iv. Order or Contract Completion date.
 - v. Work carried out satisfactorily
- 6. The bidder should have valid PAN/GST registration. Bidder shall submit an undertaking that they are registered for GST and compliant to GST provision (Annexure –XV). In case of non-compliance of GST provision and blockage of any input credit the bidder shall be responsible to Indemnify AAI.
 - No bidder firm or its subsidiary firm or its parent firm shall be allowed to submit alternate bids. Such bids shall be summarily rejected.
 - ii) Concessions to Indian Micro & Small Enterprises (MSEs) units will be given as per provisions (para-10) of public procurement policy for MSEs order 2012, MSEs (micro & Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of handicraft and handloom etc.
- 7. The tender fee should be paid as mentioned in Para 1.3 of Section–1.

The tender fee is non-refundable. Tender processing fee shall be paid to AAI, off-line .

- 8. The bidder shall provide Earnest Money Deposit (EMD) as described in this section. Tenders not accompanied by the requisite EMD or proof of exemption from EMD, shall be rejected. EMD of the value of INR 11,479/- shall be accepted in the form of DD from Nationalized/Scheduled Bank (butnot from co-operative or Gramin Bank).
 - i) Demand Draft /Pay Order in **INR 11,479/-(**Rupees Eleven thousand Four Hundred Seventy Nine Only) infavour of "Airports Authority of India" payable at Bhubaneswar from a Nationalized /Scheduled bank(but not from co-operative or Gramin Bank)
 - <u>MSE Registered Bidders shall</u> upload copy of valid MSE Registration Certificate for the purpose of verifying their claim for exemption of EMD and tender fee.
 Government of India rules for MSE registered firm will be applicable
 - iii) Payment of EMD:

Bidder has to select the payment option as "offline" to pay the tender fee / EMD as

applicable and enter details of the instrument. The Bidder shall submit a non-refundable tender fee in the form of a Bank Demand draft from Nationalized/ Scheduled Banks under the Reserve Bank of India (RBI) Schedule, having a branch in India, in a sealed envelope in favor of **Airports Authority of India payable at Bhubaneswar.** The original should be posted/couriered/given in person to the concerned official, so as to reach latest by the last date and time of Demand Draft against EMD and Tender Fee, as mentioned in **para 1.4 of Section-I**.

- **iv)** Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, so as to reach latest by the last date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the scanned copy and the data uploaded in the Tender fee –Pack-1. Otherwise the uploaded bid will be rejected.
- v) The EMD of the unsuccessful bidder shall be returned, on award of contract to successful bidder and EMD of bidder who are not qualified in initial eligibility requirement or Technical qualification, EMD shall be refunded after Prequalification/ Technical evaluation without anyinterest.
- **vi)** Any bid submitted with changed or altered or modified or conditional language /contents of the attached Annexure-I to XIV, the Bid of the firm liable to be rejected.
- **vii)** The Bidder shall provide the name, designation, address, fax number, and telephone number of the bank issuing the Bank Guarantee for confirmation purposes.
- viii) The Bidder shall provide to AAI the requisite Bank Account details for return of EMD.
- **ix)** No interest or any other expenses, whatsoever, shall be payable by AAI on the EMD in any manner.
- **x)** The Bidder shall pay all banking charges (and any other expenses incurred in this regard).
- xi) Return, Cancelation & Forfeiture of EMD.
- **xii)** If a Bidder withdraws from the Tender process for any reason deemed unsatisfactory in thesole opinion of the AAI, their EMD will been cashed and forfeited.
- **xiii)** Should the AAI cancel this Tender process, AAI will return the EMD of all Bidders for whom the EMD was not already forfeited and en cashed without any interest.
- **xiv)** In case AAI declare bidder as L-1, failing receipt of the Letter of Unconditional Acceptancein the time specified, it will be construed that the Bidder is not interested in the offer, and therefore has chosen to NOT accept the Letter of Intent. In such case, EMD will been cashed and forfeited and bidder may be debarred for further participating in AAI tenders.
- 9. This tender is called through the electronic tendering process and can be downloaded from the e- tender portal of : <u>http://etenders.gov.in/eprocure/appand</u> https://www.aai.aero/en/Tender/Apply
- **10.** The tenders will not be accepted in any other form. Further it may be noted that tenders which areduly submitted on e-tendering portal, AAI shall only be final and tenders just saved without submission will not be available for evaluation

- 11. Any amendment or corrigendum to the tender document will be posted on E-tender portal. Those bidders, who purchase the tender document by paying the tender fee, will be intimated of any amendment/corrigendum by e portal/E-mail only. For the bidders, submitting bids on downloaded tender document, it is bidders' responsibility to check for any amendment/corrigendum on the website or check for the same from the tender issuing authority before submitting their duly completed bids.
- **12.** Following e-envelopes shall be submitted through online submission at e-tender portal by the bidder.

| Pack –I | : - T ender fee scanned copy, EMD scanned copy, MSE etc (if any) |
|---------|--|
| IGGNI | • Fender ree searned copy, End searned copy, mise etc (if any) |

- Pack-II :- The PQQ/Technical e-Bid through e-portal
- **PACK–III** : The Financial e-Bid through e-portal.
- i) FEE -: Processing fee and EMD for on line e-Tendering

The Bidder shall submit Scanned copy of tender fee paid and EMD paid. If the bidder eligible forexception from paying tender fee and EMD, then the concerned documents may be submitted.

List of documents to be uploaded in the fee Bid (fee Folder)-

| S No. | Fee Bid e-Documents (PDF) | e-File :Named As |
|-------|---|---|
| A | Tender fee paid/ Exemption from paying Tender fee | Scanned copy of tender fee/related document |
| В | EMD paid/ Exemption from paying EMD | Scanned copy of |
| D | | EMD//related document |
| С | Letter for Un-conditional Acceptance of terms & conditions oftender as per as Annexure-VI | Acceptance letter |

ii) PQQ/Technical Bid - The PQQ/Technical e-Bid (Folder) through e-portal

| S No. | Eligibility Bid e-Documents (PDF) | DETAILS | |
|----------|--|--|--|
| A | GSTN & PAN document | Firm/Company Details | |
| В | Proof of Experience of Works claimed. (copy of relevantpages of PO / Work Order issued by the customer) | Experience PO-01 Experience PO-02 Experience PO-03 | |
| С | Proof of completion (Completion Certificate issued by thecustomer) with complete details of works claimed | CC-01, CC-02 & CC-03 | |
| D | A letter of bidder having details of customer of works claimed for experience including postal address, officialPhone Number, Email Address and URL (if any). | PO-Customer –Details | |

| E | Audited Balance Sheet during last three years | ABS of last 3 years |
|---|--|--------------------------------|
| | ending 31st March of previous year. | |
| F | Power of Attorney (POA)(In case of Signatory is | POA |
| | other thanDirector of a Company or Proprietor / | |
| | Partner of the Firm) | |
| | Details of the Vendor Firm/ Company: Format | |
| G | enclosed as Annexure-VII of the tender document | Vendor Details |
| | Declaration-1, Declaration-2, Declaration-3, | Declaration-1, Declaration-2, |
| н | Declaration-4 & Declaration-5 By The Contractor/ | Declaration-3, Declaration- 4, |
| | Bidder (Annexure-VIII-XII) | Declaration-5 |
| | Any other eligibility related documents as per | Other Docs |
| 1 | tenderdocument. | |
| J | Tender Document including Corrigendum (If any). | Tender Doc |
| | Duly Filled Compliance Statement as per Section | Compliance Statement |
| K | V withsupporting documents/literature(if any) | |
| L | HSN/SAC code of each item | Scanned copy |

iii) Financial Bid – (Folder) : -

The Financial e-Bid shall be submitted (.xlsx format) as per provision and guidelines of etendering portal. Price bid format is given in **Schedule A**. No further content shall be added in price bid format except the pricing information.

Bid Opening Process is as below

13. FEE –I: - Containing Documents to fee paid (uploaded by the contractors / firms). The intimation regarding acceptance / rejection of their bids will be intimated to the contractors / firms through e–tendering portal.

14. PQQ/Technical Bid –II: -

PQQ/Technical bid open, as mentioned in **Para 1.4 of Section–1** (Depending on requisite fee payment, When PQQ/Technical bids opened, Notification will be received from e tendering portal). If any clarification is needed from the bidder about the deficiency in his uploaded documents in PQQ/Technical bid document, bidder will be asked to provide it through **shortfall documents section** of e –tendering portal. The bidder shall upload the requisite clarification / documents within time specified by AAI, failing which tender will be liable to rejection.

15. Financial Bid – III:

The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be open as mentioned in **Para 1.4 of Section–1**. AAI reserves the right to accept or reject any or all application without assigning any reasons. AAI also reserves the right to call off process or short-listing of contractors at any stage without assigning any reasons.

- 16. Bidders shall quote prices of all statutory taxes and Duties (if any) and Including PF, ESI, Bonus and excluding GST. AAI shall pay the GST as per existing rates and Rules. AAI Shall reimburse PF, ESI, Bonus paid to manpower on production of documents, as per Government approved rates, on monthly basis.
- **17. Address for Correspondence:** Applications and enquiries regarding clarification/interpretation in connection with this pre-qualification notice should be addressed to:

Airport Director Airports Authority of India B.P.I. Airport Bhubaneswar-751020 Fax: 0674-2596302

- **18.** AAI reserve the right to accept or reject any or all application without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
- **19.** AAI shall not be responsible if bidder fails to upload tender in time.

DECLARATION:

1.1 The terms and conditions given in Section I of this Tender Document of AAI are read understood and hereby accepted unconditionally and shall be complied with. I/We agree to abide by the terms and conditions given in Section I, contained in this section of Tender Document and shall form part of contract conditions and provisions. I/We hereby unconditionally accept(s) these terms and conditions given in Section I of AAI's tender documents in its entirety for the AMC of EPABX lines & cleaning of Telephone instruments at B.P.I. Airport, Bhubaneswar. It is certifiedthat I/we have not stipulated any condition(s) in our bid response/offer. In case any condition(s) are found in our bid response/offer, the same shall be treated as withdrawn.

Signature of Bidder

| Name: |
|------------|
| Telephone: |
| Fax: |
| E-mail: |
| Stamp: |

- Sd/-

Airport Director AAI, BPI Airport, Bhubaneswar For & on behalf of Chairman, AAI

Section –II

Guidelines to Bidder

Tender Document

The tender document consists of five sections and annexure. The bidder shall go through all these sections (Section I- Notice Inviting Tender, Section II-Guidelines To Bidders, Section III-General Information and Guidelines, Section IV-Scope of work, Terms & Conditions, Section V –Compliance statement and Annexure of the tender document and shall comply with each clause of all the five sections and all annexure.

- Bidders willing to participate may download the digitally signed tender document on-line from CPP at:<u>http://etenders.gov.in/eprocure/app</u>
- E-Tendering Participation Requirements: 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: <u>http://etenders.gov.in/eprocure/app</u>

2. **REGISTRATION:**

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>http://etenders.gov.in/eprocure/app</u>) by clicking on the link "**Online bidder Enrollment**" 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 responsibleto ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder can logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS:

 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 requireddocuments / 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 wantto obtain any clarification / help from the Helpdesk.

4. **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 torejection 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 sizeof 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 suchdocuments. 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.

5. SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid intime i.e. on or before the bid submission time. Bidder will be responsible for any delay due to otherissues.
- 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 "offline" to pay the tender fee / EMD as applicable and enter details of the instrument. The Bidder shall submit a non-refundable tender fee in the form of a Bank Demand draft from Nationalized/ Scheduled Banks under the Reserve Bank

of India (RBI) Schedule, having a branch in India, in a sealed envelope in favor of **Airports Authority of India payable at Bhubaneswar.** The original should be posted/couriered/given in person to the concerned official, so as to reach latest by the last date and time of bid submission. **Scanned copyof Tender fee paid shall be uploaded in Tender Fee Pack-1 envelope.**

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, so as to reach latest by the last date and time of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Scanned copy EMD shall be uploaded in Tender fee Pack-1 envelope or Otherwise the uploaded bid is liable to be rejected.
- 5) Bidders should 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 colored (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 havebeen completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6) 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.
- 7) 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 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.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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.

6. ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein shouldbe 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.
- 3) For any technical related queries please call the Helpdesk The 24x7 Help Desk Number 0120-4200462, 0120-4001002

Note-Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/clarifications relating to the tender(s)published kindly contact the respective Tender Inviting Authority. **Tel:**0120-4200462,0120-4001002.**Mobile:** 918826246593 **E-Mail:** support-eproc@nic.in

4) For any Policy related matter /Clarifications Please contact Department of Expenditure, Ministry of Finance.

E-Mail: cppp-doe@nic.in

- 5) For any Issues /Clarifications relating to the publishing and submission of AAI tender(s).
- i) In order to facilitate the Bidder / Bidders as well as internal users from AAI, Helpdesk services have been launched between 0800-2000 hours for the CPPP under GePNIChttp://etenders.gov.in. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal(CPPP).
- Before submitting queries, bidders are requested to follow the instructions given in "Guidelines to Bidders" and get their computer system configured according to the recommended settingsas specified in the portal at "System Settings for CPPP".

| SL. No. | SupportPersons | Escalation Matrix | E-Mail Address | Contact Numbers | Timings |
|------------|----------------------------|-----------------------------|---------------------------|-------------------------------------|----------------------------|
| 1. | Help Desk Team | Instant Support | eprochelp@aai.aer | 011-24632950, Ext-3512 (Six Line | 0800-2000Hrs. (MON–SAT) |
| 2. | Sanjeev Kumar, Mgr.(IT) | After4 Hours of Issue | sanjeevkumar@aai.a ero | 011-24632950, Ext-3505 | 0930-1800Hrs. (MON-FRI) |
| 3. | S. NitaAGM(IT) | After12 Hours | snita@aai.aero | 011-24632950, Ext-3523 | 0930-1800Hrs. (MON-FRI) |
| 4. | General Manager (IT) | After 03 Days | gmitchq@aai.aero | 011-24657900 | 0930-1800Hrs. (MON-FRI) |

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

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

- 7) The above mentioned helpdesk 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
- 8) AAI may at its discretion, extend/change the schedule of any activity by issuing an addendum/corrigendum on the e-procurement portal <u>http://etenders.gov.in/eprocure/app</u>. In such cases, all rights and obligations of AAI and the Bidders previously subject to the original schedule will thereafter be subject to the schedule as extended/changed.

Section-III

GENERAL INFORMATION AND GUIDELINES

<u>1.</u> Purpose & Scope:-

- 1.1 This document sets out the terms & conditions be met in connection with the provision of AMC of EPABX lines & cleaning of Telephone instruments at B.P.I. Airport, Bhubaneswar as per details given in the notice inviting tender with specifications in Section-IV.
- **1.2** This tender document includes details like quantity, delivery& support services for maintenance, etc.
- **1.3** The tender shall be valid for a minimum of **180 days** from the date following the dateof opening of Fee folder.

<u>2.</u> <u>Tender Document :</u>

- 2.1 The tender document consists of five Sections and Annexure. The bidder should go through all these sections (Section-I :- Notice Inviting Tender; Section-II :- Guidelines To Bidders; Section- III:- General Information And Guidelines, Section-IV :- Scope of work, Terms & Conditions, Section V-compliance statement of the tender document and must comply with each clause of allthe five sections and Annexure.
- **2.2** The instructions given in the tender document are binding on the bidder and submission of the tender will imply unconditional acceptance of all the terms & conditions by the bidder.
- **2.3** Each and every page of submitted tender document including technical documentation should be serially numbered & indexed.

3. Technical Literature & Brochures, Language

- **3.1** In case of any non-compliance, same shall be filled up in **Section V**.
- **3.2** The scanned copy uploaded on the e-tender portal shall be treated as master copy and will be referred during PQQ/Technical evaluation process.

4. Address for Correspondence

All completed tender documents and enquiries regarding clarification/interpretation should be uploaded on CPP e-tender portal before the date prescribed in Tender. Address for Correspondence mentioned in**Para 17 of Section–I.**

5. Tendering Procedure:-

- **5.1** Tenders once submitted/uploaded shall be final and no amendment thereto shall be permitted. One bidder shall submit only one tender.
- **5.2** Tender shall consist of three processes FEE, PQQ/technical bid and financial bid.
- **5.3 FEE folder documents** submitted/uploaded properly shall contain document as defined in **slno.-12 (i) in Section–I.**

5.4 PQQ/Technical bid submitted /uploaded / marked "**PQQ/Technical Bid**" shall contain document as defined in **sl no-12 (ii) in Section–I.**

5.5 Financial Bid :

- **5.5.1** The pricing schedule document shall be submitted as per format is given in E-Portal.
- **5.5.2** Deviations in Statutory Taxes defined by Govt. shall be payable by AAI as per the terms and conditions defined under tender. No additional price break up is permitted.
- **5.5.3** No condition, whatsoever, should be stipulated in this part. Everything that the bidder has to say, regarding tender, other than pricing should be stated only in Technical Bid of the tender. If any conditions are stipulated in the Price Bid of the tender, the tender is liable to be rejected.
- **5.5.4** Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non responsive and are liable to be rejected.

6. Opening of Tender Documents:-

- **6.1** AAI shall open FEE folder Bids as per scheduled Tender Opening Date and Time. Authorized representatives of AAI shall download all the up-loaded documents against "FEE" and evaluate bids. Bidders may remain present at the venue i.e. AAI's premises during the opening of "FEE" or Bidders can monitor the "FEE" opening process On-line.
- **6.2** AAI will open PQQ/Technical bid as per schedule. Intimation will go to the bidders as perprovisions of E-tendering portal. Bidders can monitor the "PQQ/Technical Bid" opening process On- line.
- **6.3** To shortlist PQQ/technically qualified bidder, PQQ/Technical Bids of eligible bidders shall be scrutinized by AAI to ensure whether the same are in conformity with the operationalrequirement & technical specifications. Bidder should provide complete information to substantiate compliance of the technical specifications listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidders' interestto give complete and comprehensive technical particulars, description and details while submitting the bid.
- 6.4 AAI may seek clarifications on technical details or any other information deemed necessary. The queries raised should be replied positively within the time specified, failing which the evaluation will be done on the basis of the information available. Such queries raised on-line on e-portal shall be replied on-line/E-mail positively by the bidder, within the time specified, failing which the evaluation shall be doneon the basis of the information available.

- **6.5** Price/Financial Bid, of bidders found technically qualified by AAI shall be opened. Bidders may present at the venue during opening of financial bid or can monitor On-Linethe bid opening process.
- 6.6 No correspondence shall be entertained from the bidders after opening of PriceBid of the Tender. Date of acceptance and opening of tender can be extended on sole discretion of Airport Director.

7. Comparison and Evaluation of Tenders :

- **7.1** The tenders received and accepted will be evaluated by AAI to ascertain the complete scope contained in the tender document. The objective of the evaluation is to select a bidder that can provide the desired service with maximum efficiency and quality and meeting the requirements defined in **Section IV**.
- **7.2** In the evaluation of tenders, the overall quality and economy of the system offered will be kept in view. Strict compliance to tender clauses is essential.
- **7.3** Tenders meeting Technical bid criteria as specified herein shall only be informed and considered for opening and evaluation of financial bid. However, tenders not meeting Technical bid criteria shall be informed for not meeting the technical bid criteria.
- 7.4 The tenders found technically acceptable shall be compared on the basis of price quoted by the bidders for the entire scope of proposal in E-Tender price bid. Technically qualified bidders whose price bid are opened will be compared and contract will be awarded to L-1 bidder subject to complying all conditions of NIT.

8. Rejection & Return of Tender:

Airports Authority of India (hereinafter abbreviated as AAI) reserves the right to reject any or part of tender without assigning any reason. The un-opened price bids for the bidders which do not technicallyqualify to participate in price bid opening shall be returned back after finalizing the award of tender, if requested by the bidder. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any cost incurred in the preparation and submission of any tenderor any cost incidental to it.

8.1 Tenders, in which any of the particulars and prescribed information is vague, missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected. If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Earnest Money Deposit. AAI reserves the right to debar such bidders to participate in future tender.

- **8.2** The information contained in the tender should be comprehensive and to the point. The tenders containing information other than sought, with a motive to confuse or delay the finalization process are likely to be rejected.
- **8.3** Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the Contractors who resort to canvassing are liable for rejection.
- **8.4** Should a bidder have a relation or relations employed in the capacity of an officer of AAI, the authority inviting tender shall be informed of the fact along with the offer, failing which AAI, at its sole discretion may reject the tender or cancel the contract and forfeit the Earnest Money Deposit.

9. Award of Contract

- 9.1 The acceptance of the tender will be intimated to the successful bidder by issuing letter of intent. On receipt of letter of intent successful bidder shall send unconditionalacceptance of letter of intent to the Jt. General Manager (CNS) Airports Authority ofIndia, BPI Airport, Bhubaneswar within five working days of issue of letter of intent through Email /Fax/ Courier / by authorized representative or as deemed appropriate, failing which it should be constituted that he is not interested in the offer and hence not accepted the letter of intent unconditionally and likely to be debarred for furtherparticipating in AAI tenders.
- **9.2** AAI shall issue the contract order to successful bidder on receipt of acceptance of letter of intent. Successful bidder shall return one copy of contract order within five working days as a confirmation to acceptance of terms and conditions of contract order duly signed by him on each page of the order.
- **9.3** Successful bidder has to enter into an agreement with AAI on terms and conditions mentioned in the tender, its corrigendum and technical queries and responses against which contract order has been issued.
- **9.4** AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.
- 9.5 Successful bidder shall submit Undertaking as per proforma Annexure-XIV, that he will make timely payment of minimum wages and all statutory payments to manpower.

<u>10.</u> Consignee:-

Airport Director Airports Authority of India B.P.I. Airport Bhubaneswar-751020

<u>11.</u> Execution of Works

- **11.1** The works related to **AMC of EPABX lines & cleaning of Telephone instruments at B.P.I. Airport, Bhubaneswar** shall be carried out by the supplier and under the supervision of the In-charge CNS Unit of the BPI Airport or the nominated project officeras the case may be, according to the terms and conditions of the contract.
- **11.2** Renewal of unacceptable and unauthorized work: All work that does not conform to the requirements of the contract or specifications will be considered unacceptable to AAI.
- **11.3** Final acceptance: Upon due notice from the contractor of presumptive completion of the entire project, AAI will make an inspection. If all installation/testing provided for and contemplated of the contractor is found to be completed in accordance with the contract, specification, such inspection shall constitute the final inspection.
- **11.4** Workers shall follow security guide lines while working inside Airport Premises.

12. Currency of Quote

- **12.1** Currency of price quote against each item of "Price Bid" shall be *Indian Rupees* only.
- **12.2** This tender shall be an item rate tender and rate quotes of items shall be valid during the concurrency of the contract including extension of time limit / sought or granted by AAI.
- 12.3 Prices quoted shall be in Indian rupees (including PF, ESI and bonus and Excluding GST), Salary as per minimum wages and all other components applicable in India shall be included. Nothing extra shall be paid on any account.

PF, ESI and bonus shall be paid as per prevailing rates approved by Government, and AAI shall reimburse on production of documents.

- **12.4** Within the tendered scope, AAI shall not pay extra to any bidder firm, any amount morethan Price quotes in Indian rupees received from bidder firm against the tender. GSTwill be paid as per existing rates and rules.
- **12.5** Bidder shall submit HSN/SAC code in Technical bid so that on account of changes in Indian statutory regulations AAI can compensate same to bidder.
- **12.6** However AAI shall not compensate to successful bidder firm, if AAI do not receive complete details of HSN/SAC code in Technical documentation.
- **12.7** Bidder shall quote/punch the rates in figures (In English language only) on e-tender portal.
- 12.8 Price quote information in total or partial shall not form part of "PQQ/Technical Bid". If <u>Price quotes are found in Technical Bid then that Bid response shall be</u> <u>summarily technically disqualified.</u>

13. Conduct of the work:

All work shall be conducted in accordance with the code of ethics.

14. PRE-BID SURVEY:

Interested bidder may visit the Airport for a pre bid survey of sites and necessary clearance will be obtained from security Dept. for same. Desired documents for security clearance are to be provided by the interested bidders.

<u>15.</u> *Declaration* :

The terms and conditions given in **Section III** of this Tender Document of AAI are read understood and hereby accepted unconditionally and shall be complied with. I/We agree to abide by the terms and conditions given in **Section III**, contained in this section of Tender Document and shall form part of contract conditions and provisions. I/We hereby unconditionally accept(s) these terms and conditions given in **Section III** of AAI's tender documents in its entirety for the **AMC of EPABX lines & cleaning of Telephone instruments at B.P.I. Airport, Bhubaneswar.** It is certified that I/we have not stipulated any condition(s) in our bid response/offer. In case any condition(s) are found in our bid response/offer, the same shall be treated as withdrawn.

Signature of Bidder

| Name: |
|------------|
| Telephone: |
| Fax: |
| E-mail: |
| Stamp: |

Section-IV

SCOPE OF WORK, TERMS & CONDITIONS

1. Man power at Customer location :

For the provision of satisfactory maintenance service, the contractor has to provide **minimum one person (Semi-skilled) for attending the faults & general cleaning of Telephone communication equipment's on all days from 0930-1800 hours (excluding Sundays of AAI) on his cost.**

2. <u>Scope of work.</u>

- 1. Maintenance of approximately 170 Extensions (Analog and IP) which are connected to EPABX installed at Terminal T1 Building, 200 pair line laid between Terminal T1 and OTB, 100 Pair line laidbetween T1 and Admin block & 50 pair line laid between OTB and Terminal T2 and OTHER LINES.
- 2. Maintenance of approximately 50 Auto Telephones/FAX connections.
- 3. Locating & repairing of day to day ordinary line faults occurred in the **Telephone/LAN** cables above the ground surface and underground, to restore intercom telephones.
- 4. Regular cleaning of telephone instruments.
- 5. Daily check of operational/important telephones of ATC Tower/ Equipment room/ AHCR/ LACC/ Fire section/ VIP rooms/terminal manager/Junction lines (voice mail).
- 6. Shifting of Connections.
- 7. Jointing of cable if damaged/cut(surface/ground)

3. <u>Period</u>

The Period of AMC is for two years from date of acceptance of contract, submission of Performance guarantee and deployment of man power, whichever is later.

4. DELAY & NON-CONFORMANCE

In the event of rejection of non-conforming services, the bidder firm shall be allowed to correct the non-conformities without extension of time. *If bidder firm fails to do so within next 07 calendar days, on notice, the purchaser AAI shall have the right to procure services elsewhere in which case the bidderfirm shall pay for the loss to AAI the difference in the cost of services procured elsewhere against price set forth in the purchase/works order with the bidder firm.*

5. DEDUCTIONS FROM CONTRACT PRICE

All costs, damage or expenses which the AAI may have paid, for which under the contract the bidder firm is liable, shall be claimed by the Airports Authority of India (AAI). All such claims shall be billed by the AAI to the bidder firm regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations to enable the bidder firm to properly identify within 15 Calendar days of the raising of the corresponding bills and if not paid by the bidder firm within the period or if the bidder firm fails to satisfy AAI of such claims within the aforesaid 15 Calendar days period, then AAI may deduct the amount from any money due or

becoming due to the bidder firm under the contract or may be recovered by actions of Law or otherwise.

6. <u>RIGHT TO ACCEPT OR REJECT THE TENDERS</u>

- a. The right to accept/reject the tender in full or in part/parts shall rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.
- b. Tenders, in which any of the particulars and prescribed information is missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non responsive and shall be rejected may be without any queries from AAI.

7. FORECLOSURE & TERMINATION OF CONTRACT AT PURCHASER'S INITIATIVE

- a. AAI reserves the right to terminate the contract either in **part or in full** due to the reasons other than specified herein in this tender, in fact, not for convenience and also if there is any violation to the terms & conditions of the tender, if the services are not as per the terms & conditions, if the works are not found satisfactory, any unforeseen circumstances arisen during Contract period, with or without forfeitingof PBG. Then AAI shall in such an event give *07* calendar days' notice in writing to the bidder firm of their decision to do so.
- b. The bidder firm upon receipt of such notice under Section IV *Para7.*(a), shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts, to the extent they are related to the works terminated, at terms satisfactory to the AAI, stop all further activity related to the work terminated, and assist the AAI in maintenance protection, and disposition of the works acquired under the contract by the AAI.

8. EARNEST MONEY DEPOSIT (EMD)

- a. The EMD of all unsuccessful bidder firm shall be returned only after the contract has been awarded to the successful bidder firm (whose EMD shall be retained). The EMD of the successful bidder firm shall be returned only after the successful bidder firm submits the performance bank guarantee in the prescribed Performa, asrequired in **Section IV Para9** of this section.
- b. If the successful bidder firm fails to submit the performance bank guarantee and fails to enter into a contract with AAI within time specified in Para 9 of Section IV of this tender document, the EMD amount shall be forfeited.
- c. No interest or any other expenses, whatsoever, shall be payable by AAI on the EMDin any manner.

d. If due some reason AAI cancels this tender then EMD of all bidder firm without any interest shall be returned back to bidder firm or its authorized representative/ signatory/partner.

9. PERFORMANCE BANK GUARANTEE

a). Performance Bank Guarantee shall be furnished within 30 days of effective date from issue of Contract order by AAI from a nationalized scheduled bank (not a cooperative bank) equal to 3% of Contract Price. In case the bidder firm fails to submit the irrevocable performance bank guarantee within stipulated period **for complete concurrency period of contract**, no payment for the work done in respect of first running account bill shall be released to the bidder firm. Moreover, interest @1% pm to max of @ 10% p.a. on Performance Guarantee amount shall be levied (non-refundable) for delayed period of submission. The same shall be deducted from running bills. *The Performance Guarantee shall generally be valid for*

6 months beyond the scheduled date of completion of work /contract and shall remain valid as per provisional extension granted by the nominated Project In- charge/ Supervisor. If the agency fails to extend the validity of the Performance Guarantee, the same shall be forfeited/en-cashed by AAI.

- b). Successful Bidder firm shall not change/alter the language contents of PBG; if any successful bidding firm PBG is found not confirming to the language then AAI may ask to resubmit the same within the stipulated period or else AAI may at its discretion foreclose or rescind or cancel the purchase/works order without giving reasons and forfeit the EMD or resort to para 10 (a) of this section.
- c). The performance guarantee amount shall be payable to AAI without any condition whatsoever and the guarantee shall be irrevocable by the bidder firm.
- d). PBG submitted by Successful bidder as Security deposit to AAI shall be validfor 6 months beyond, warranty period and any extension of time granted by AAI.
- e). The performance guarantee shall be deemed to govern the following guarantees from the successful bidder firm, in addition to the other provisions of the guarantee.
 - i. The successful and satisfactory operation of the services supplied in accordance with the specifications and other relevant documents.
 - ii. The performance guarantee is intended to secure the performance of the entire services. However, it is not to be construed as limiting the damages stipulated in any other clause.
 - iii. The performance guarantee shall be returned by AAI to the bidder firm at the end of the period of services contract defect liability period or on submission of renewedPBG, as per Para **14** without interest.

10. ARBITRATION AND LAWS

a. Except where otherwise provided for in the contract, all questions and disputes relating to the meeting of the requirement / dispute that remains unresolved shall be settled under the Rules

of Indian Arbitration and Conciliation Act, 1996, the venue of Arbitration shall be New Delhi, India. The arbitration award shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

b. Indian Govt. Laws shall govern this tender and contract. The law applicable to this contract shall be the law enforced in India. The courts of Delhi shall have Inclusive jurisdiction in all matters arising under this contract.

11. <u>PRICE</u>

- a. The bidder firm quoted shall be firm and fixed and subject to no escalation whatsoever till the validity period of the tender, contract and for any time extensiongranted and any extension sought by AAI.
- b. All the bidder firm quotes in the tender shall be in **Indian Rupees only, inclusive of PF, ESI, Bonus** and excluding GST
- c. The Bidder firm(s) shall quote for the services at AAI site basis.
- d. Only normal rates of GST shall be considered.
- e. Prices opened on e-tender portal only shall be considered for pricecomparison.

12. VALIDITY OF TENDER

The tender bid response including price quotes of bidder firm must remain valid for a minimum of **180 Calendar days** from the date of opening of FEE folder.

13. <u>PAYMENT TERM</u>

Payment will be released monthly basis subjected to satisfactory service, necessary verification and quality acceptance by AAI, Biju Patnaik Airport, Bhubaneswar-20 within 30 days from the date of submission of AMC bill. **Invoice/ Bill should accompanied by the deduction/ deposit**

<u>slip of PF amount, ESI provision and bonus for the personnel engaged at AAI site and be</u> <u>submitted to the O/o Airport Director, B.P.I. Airport, Bhubaneswar at the end of each Month.</u>

14. Damages:

Any damage(s) to the EPABX of AAI caused by the contractor or while being handled by the personnel of the contractor will be chargeable. AAI reserves the right torealize the cost of replacement/ Repair in such an event.

Failure to meet works to AAI specifications/requirements/satisfaction may result in forfeiting of PBG.

15. Penalty:

Failure to rectify the fault to the satisfaction of AAI will attract penalty @Rs. 100 per day.

16. Others:

- a. The tender invited are on job work basis per Annum. The contractor shall indicate the charges for **2 years** for the work as shown in Schedule A.
- b. In case AAI feels the services are no more required by the agency then the agency shall withdraw its staff within seven days of notice given by AAI for which no extra cost shall bepaid and the payment will be restricted to the period up to which the services of theagency is utilized by AAI. AAI will not entertain any claim by staff / person engaged for further continuing of their services or for permanent job in Airports Authority of India.
- c. The agency shall strictly comply without fail with all the rules and regulations which are for the time being in force under labour Laws, other welfare enactments and rules. 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 and Abolition) Act,1970,the inter-State Migrant workmen (Regulation of Employment &Conditions service) Act 1979,the minimum wages Act,1948, the payment of wagesACT,1936, The workmen's compensations, Act,1923, The payment of Bonus Act, 1965 and other relevant Act, Rules and Regulations, instructions etc. issued/enforced from time to time. Minimum wage as per Government guidelines shall be paid to deployed man power.
- d. The agency should obey the security restrictions and obtain the necessary passes to access the work place at its own cost.
- e. On commencement of the contract, the contractor shall continue to have valid PF and ESI code No. till conclusion of the contract. AAI reserves the right to withhold any payment if ESI and PF contributions are not paid by the contractor and proof to that effect have not been produced regularly by the contractor.
- f. The agency shall be responsible for replacement of the staff in case of falling sick, proceeding leave, weekly off or otherwise absent at no additional cost to the Airports Authority of India.
- g. In case of receipt of complaint from staffs of the agency regarding non-payment of salary, the AAI reserves the right to withheld payment of bills till the submission of documentary evidence regarding payment of it.
- h. In case of increase in Minimum wages for skilled worker from minimum wages, The agencyshould provide documentary evidence regarding payment of enhanced wages and deposit of PF and ESI before claiming reimbursement on account of that. The reimbursement will be made to the extent of increase in minimum wages and consequent PF and ESI and no other amount like agency profit etc. would be payable.

- i. Following documents should be submitted along with Monthly bill;
 - Proof of minimum wages paid i.e Company's bank statement showing concerned man power name. Signature of the received person.
 - > Proof of EPF/ESIC payment i.e EPF/ESIC return and Challan
 - > Monthly satisfactory service certificate from concerned AAI officer.
 - > Payment of Bonus in the month paid.
 - Work order

AAI at its sole discretion may terminate the contract if performance is not satisfactory.

- j. If payment of PF, ESI defaulted for one month, Subsequent bill will not be processed till deposition of statutory payments.
- k. If Bonus is not paid, the amount will be deducted from running bill and paid to contractual staff.
- I. The agency should provide safety Gadgets such as Helmet, safety belt, insulated glove, mask, anti-static MAT etc. to manpower deployed. No work should be performed without taking safety precautions.
- m. Abnormally Low Quote: If any bidder quotes amount less than Minimum wages amount, then they should give justification. Submit separate UNDERTAKING that they will pay minimum wagesto the man power deployed and they should also submit additional Bank guarantee of 10% of quoted value, which will be utilised for payment in case of bidder fails to pay minimum wages.

17. <u>MISCELLANEOUS</u>

- a) In addition to the above any other information / description, the bidder firm may wish to provide, like the features / performance figures specified / indicated shall be with supporting documents / calculations. All figures indicated by the bidder firm must be fully qualified and subject to co-ordinate performance.
- b) Price applicable at the time of placement of purchase order for the equipment and accessories shall be valid for the period of concurrency of contract and any extension sought/granted by AAI or one year from the date of award of contract, whichever is later.

The terms and conditions given in **Section IV** of this Tender Document of AAI are read understood and hereby accepted unconditionally and shall be complied with. I/We agree to abide by the terms and conditions given in **Section IV**, contained in this section of Tender Document and shall form part of contract conditions and provisions. I/We hereby unconditionally accept(s) these terms and conditions given in **Section IV** of AAI's tender documents in its entirety for the **AMC of EPABX lines & cleaning of Telephone** **instruments at B.P.I. Airport, Bhubaneswar.** It is certified that I/we have not stipulated any condition(s) in our bid response/offer. In case any condition(s) are found in our bid response/offer, the same shall be treated as withdrawn.

Signature of Bidder

| Name: |
|------------|
| Telephone: |
| Fax: |
| E-mail: |
| Stamp: |

Section-V COMPLIANCE STATEMENT

| Sl.no | Particulars | Complied/non complied |
|-------|---|------------------------|
| 1 | Items under AMC has to be taken over 'as is where is basis'. Any loss or damage to item under handlingis the sole responsibility of the supplier. | complica, non complica |
| 2 | The successful bidder has to sign an agreement on NON-JUDICIAL stamp paper of Rs.100/- before the commencement of the contract. | |
| 3 | Successful bidder should depute one person Six days a week i.e. Monday to Saturday from 0930 Hrs to 1800 Hrs. who is well experienced with maintaining, tracing, and rectifying the faulty Analog/IP telephone lines. Successful bidder shall submit undertaking regarding it. | |
| 4 | The person should rectify the fault in the same day, and if the fault is not rectified on the same day due to more number of faults in a particular day, the fault must be rectified in the next day to the full satisfaction of AAI. | |
| 5 | Failure to rectify the fault to the satisfaction of AAI will attract penalty @Rs. 100 per day . | |
| 6 | The person should clean the telephone instrument once in a 30 days to the satisfaction of AAI. | |
| 7 | The person should Daily check operational/ important telephones. | |
| 8 | The person deputed for work should obtain AirportEntry Pass within a month of awarding of contract. | |
| 9 | The contractor should follow the minimum Wages act, 1948 and payment of minimum wages, deduction of provident fund and ESI provision are mandatory. Deduction of PF amount at the prescribed rate and its timely deposit to the P.F account is a legal obligation under the ContractLabour (Regulation and Abolition) Act, 1970. | |

<u>Annexure –I</u>

Minimum wage calculation sheets

| | | AN | IALYSIS OF RAT AA & ES | e for | |
|---------|-------------------------|-----------|---------------------------|-------|---------------|
| | | | As per market r | ate | |
| SI. No. | Particulars | Qty | Rate in INR | Days | Amount in INR |
| (A) | Labour semi-skilled | 1 | 617 | 312 | 192504 |
| (B) | Add variation in minir | num wa | iges LS @8% | | 15400 |
| (C) | TOTAL (A+B) | | | | 207904 |
| (D) | Contractor's Profit & o | overhea | ds @15% on C | | 31186 |
| (E) | Add EPF of Employer | s contri | bution @ 13% | | 23400 |
| | on 15000/- for 2 years | 5 | | | |
| (F) | Add ESI @3.25% on C | | | | 6757 |
| (G) | Add Bonus @8.33% o | f Basic (| Rs. 569.00 per | day) | 17318 |
| | Total(A+B+C+D+E) | | • | | 286565 |

| | | Emp | oloy | ee's N | Ionthly | Wage | Detail | S | |
|------------|---------------------------|-----------------------------|------|----------------------------|----------------------|---------------------------|-----------------------------|---------------------------------|---------------------------------|
| SI. No. | Particulars | Minimum wages per day | Days | Amount inINR (Basic) | EPF @12% on 15000 | ESI @0.75% of Basic | Bonus @8.33% of Basic | Net Payable without Bonus | Net Payable with Bonus |
| | | Α | В | C=A*B | D=15000*12% | E=C*0.75% | F=C*8.33% | G=C-D-E | H=G+F |
| 1 | Semi skilled labour | 617 | 26 | 16042 | 1800 | 120.31 | 1336 | 14121 | 15458 |

<u>Annexure-II</u>

PROFORMA FOR BANK GUARANTEE

FOR

AMC of EPABX lines & cleaning of Telephone instruments at B.P.I. Airport, Bhubaneswar. (On Non-judicial stamp paper of Rs.100.00)

Ref:

Bank Guarantee:

Date:

To,

Airport Director Airports Authority of India BP International Airport Bhubaneswar-751020

Name of Work: -

AMC of EPABX lines & cleaning of Telephone instruments at B.P.I. Airport, Bhubaneswar.

Dear Sirs,

- 2. We..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand fromAAI 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 amount not exceeding Rs an (Rupees.....only).

- 3. We, the said bank further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absoluteand unequivocal.
- 4. The payment so made by us under this 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. We...... (indicate the name of the 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 CNS-in- charge on behalf of AAI certified that the terms andconditions 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 timeto time any of the powers exercisable by AAI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or 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 sureties would, but for this provision, have effect so relieving us. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 6. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
- 7. 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.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharge

AIRPORTS AUTHORITY OF INDIA, B.P.I. AIRPORT, BHUBANESWAR

Dated this ----- day of ----- 2020 at -----

Signature_____Signature

Name-----(Bank's Rubber

Stamp) Official address ----- Name -----

Designation with BankStamp Attorney as per Power of Attorney No._____ Date._____

(Authorized Signatory of the Bank)

<u>Annexure-III</u>

General Information of the Bidder

(TO BE SUBMITTED IN TECHNICAL BID)

All individual firms applying for tender are requested to complete the information in this form.

| 1. | Name of firm: |
|----|--|
| 2. | Head office address: |
| 3. | Registered office address: |
| 4. | Local/Bhubaneswar office address(if available): |
| 5. | Telephone: Mobile: |
| | Contact person name & Designation |
| 6. | Fax: E-mail: |
| 7. | Place of incorporation/ |
| | Year of incorporation/registration |
| | Status of Firm: Corporation or Public Limited/ Private |
| | Limited/Partnershipfirm/Individual Proprietorship Firm |
| | Registration No. |

| AUTHORIZED SIGNATU | RE | _ |
|---------------------|------------|---|
| NAME OF THE SIGNATO | DRY | _ |
| NAME & ADDRESS OF 1 | THE BIDDER | |
| OFFICIAL SEAL | Date | |

Annexure-IV

PROFORMA OF LETTER FOR E-PAYMENT

To The Airport Director Biju Patnaik international AirportBhubaneswar

Sub: Request for E-Payment

Sir,

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

| S No | Particulars Details | Description | Remarks |
|------|--------------------------|-------------|---------|
| 1 | Name of the Party | | |
| 2 | Office Party | | |
| 3 | Type of | | |
| | Party's | | |
| | Organization | | |
| | (a)Sole Proprietor | | |
| | (b) Partnership | | |
| | (c) Private Ltd Company | | |
| | (d)Public Ltd Company | | |
| 4 | Name of the Bank in | | |
| | whichParty maintains | | |
| | A/C | | |
| 5 | Bank Branch Code | | |
| 6 | Bank Account No | | |
| 7 | IFSC Code | | |
| 8 | PAN No | | |
| 9 | GST No | | |
| 10 | MIRC Code | | |
| 11 | NEFT Code | | |

Thanking you.

Yours faithfully

(Authorized Signatory)

Note: Any erroneous information may lead to harmful transaction for which either AAI or the Bank will notbe liable/responsible.

Annexure-V

AGREEMENT FOR

AMC of EPABX lines & cleaning of Telephone instruments

BETWEEN AIRPORTS AUTHORITY OF INDIA, RAJIV GANDHI BHAWAN, SAFDARJUNG AIRPORT, NEWDELHI- 110 003 AND

M/S

.....

This agreement is made at Bhubaneswar today day of(Month) of-(Year) between AIRPORTS AUTHORITY OF INDIA, A body corporate constituted by the Central Government under the Airports Authority Act (Act 55 of 1994) and having its Corporate office at RAJIV GANDHI BHAWAN, SAFDURJUNG AIRPORT, NEW DELHI-110003 represented by hereinafter called the 'AUTHORITY' (which term shall unless excluded by or is repugnant to the context be deemed to include its Chairman, or Member, Executive Directors, General Managers, Officers or any of them specified by the Chairman on his behalf and shall also include its successors and assigns on one part and...... having its principal office space & place.....of business (hereafter called and represented by of the on the other part hereinafter called the CONTRACTOR (which term shall unless excluded by or is repugnant to the context, be deemed to include its higher, representative, successors and assigns of the contract)

Whereas, the AUTHORITY wants to **AMC of EPABX lines & cleaning of Telephone instruments** and CONTRACTORis desirous of supplying the same.

WHEREAS, AUTHORITY invited offers for the AMC of EPABX lines & cleaning of Telephone instruments. WHEREAS, the CONTRACTOR has offered its bid for of EPABX lines & cleaning of Telephone instruments in accordance with their Price Bid opened on on AAI e-portal. This Price is inclusive of patents, handling charges, all taxes, labour cess and all other taxes, Excluding GST, duties, levies, freight, Insurance, etc...up to destination against Supply and warranty services on each site and AAI has accepted its offer;

Now, therefore, in consideration of the promises and mutual covenants contained herein, the CONTRACTOR and the AUTHORITY (hereinafter referred to as the "parties") agree as follows:

For the purpose of this contract the following constitutes part of the agreement:

- b. Bid Response Documents submitted by the CONTRACTOR in fulfilling the tender requirements that includes the signed Compliance.
- c. Unconditional acceptance of AUTHORITY Tender conditions as given by the CONTRACTOR.
- *d.* Replies to Queries raised by AUTHORITY during Technical evaluation and Technical clarifications submitted by the CONTRACTOR in response thereof vide *letter dated:.....*
- e. The price bid of the CONTRACTOR *opened on AAI e-portal.....*and accepted by AUTHORITY.
- f. AUTHORITY's Letter of Intent stating acceptance dated -----and the CONTRACTOR's acknowledgement dated.....
- g. AUTHORITY Order no.
- h. Performance Bank Guarantee No.for Rs.....

Whereas, theagreed to carry out AMC against tender for **AMC of EPABX lines & cleaning of Telephone instruments** on AUTHORITY Terms and conditions, mutually agreed upon as hereunder:

| ON BEHALF OF | ON BEHALF OF |
|----------------|-------------------------------|
| (M/S) | (AIRPORTS AUTHORITY OF INDIA) |

1. Witness:

1.Witness:

2. Witness:

2.Witness:

Annexure-VI

ACCEPTANCELETTER (TO BE SUBMITTED IN PQQ/Technical folder)

То

Airport Director

Airports Authority of India BP International Airport Bhubaneswar-751020

Sub: Un-conditional Acceptance of AAI's NIT Conditions <u>Name of Work</u>: -AMC of EPABX lines & cleaning of Telephone instruments

Dear Sir,

- 1. The tender document for the works mentioned above have been issued to us by Airports Authority of India and I/we hereby certify that I/we have read the entire terms and conditions of the tender document made available to me / us in the office of the Airport Director, AAI, which shall form part of the contract agreement and I/we shall abide by the conditions / clauses contained therein.
- **2.** I / We hereby unconditionally accept the tender conditions of AAI's tender document in its entirety for the above works.
- **3.** It is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks / conditions in the quotation enclosed in envelope FEE, PQQ/Technical bid and Price bid and the same has been followed in the present case. In case any provisions of this quotation are found violated after opening FEE, PQQ/Technical bid and Price bid envelope ,I / we agreethat the quotation shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
- **4.** 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 furtherif any officer of AAI ask for bribe /gratification, I will immediately report it to the appropriate authority of AAI.

Yours faithfully

(Signature of the Bidder with Rubber Stamp)

Date:

<u>Annexure-VII</u>

Details of the Vendor Firm/Company

| 1 | Name of the Bidder/supplier |
|---|---------------------------------|
| 2 | Name of the bank |
| 3 | Name of the branch |
| 4 | Complete address of bank |
| 5 | Account of beneficiary |
| 6 | Type of account |
| 7 | Core Banking Account No In full |
| 8 | IFSC code of the bank |

AUTHORIZED SIGNATURE _____ NAME OF THE SIGNATORY _____ NAME & ADDRESS OF THE BIDDER OFFICIAL SEAL _____ Date _____

Annexure-VIII

Declaration-1 by the Contractor/Bidder

I / we, the undersigned do hereby declare that, I / we have never ever been blacklisted and / or there were no debarring actions against us for any default in Supply of material / equipment's by the Airports Authority of India.

In the event of any such information pertaining to the aforesaid matter foundat any given point of time either during the course of the contract or at the bidding stage, my bid/contract shall be liable for truncation / cancellation /termination without any notice at the sole discretion of the purchaser.

| Signature of Bidder | : | |
|---------------------|----|----------|
| Name | : | |
| Date | : | : |
| Seal | | <u>.</u> |
| E-mail address | :_ | |

Annexure-IX

Declaration-2 by the Contractor/Bidder

I/We hereby declare that none of the members or 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 Bidder: | | |
|----------------------|----|----------|
| Name | : | |
| Date | | : |
| Seal | | <u>:</u> |
| E-mail address | :_ | |

<u>Annexure-XI</u>

Declaration-4 by The Contractor/Bidder

I/We hereby declare that no part of the scope of work mentioned in tender shall be sublet or outsourced to any third party.

| Signature of Bidder | : |
|---------------------|---|
| Name | : |
| Date : | |
| Seal :_ | |
| E-mail address | |

<u>Annexure-XII</u>

Declaration-5 by The Contractor/Bidder

I/We hereby declare that our company is registered for GSTN and compliant of GST provision..

| Signature of Bidder | : |
|---------------------|----------|
| Name | : |
| Date | : |
| Seal | <u>:</u> |
| E-mail address | :_ |

Annexure-XIII

AIRPORTS AUTHORITY OF INDIA BPI Airport, Bhubaneswar

Monthly Certificate of Satisfactory Service

It is certified that the Annual Maintenance Services of EPABX lines & Cleaning of Telephone instruments by M/s ______ had been satisfactory during the period ______ to ______.

(Maintenance In-charge)

Airports Authority of India

Annexure-XIV

UNDERTAKING FOR TIMELY PAYMENT

- 1. Minimum wage to be paid as per the minimum wages act, 1948 by the agencies/contractors in the account of contract workers by bank transfer on or before 7th day of the next month.
- The contribution (both employee and employer) towards the Employees Provident Fund(EPF) at the prescribed rate under the Employee's Provident Funds & Miscellaneous Provisions Act, 1952 to be deposited with the authorities under the Act, every month in due time.
- 3. The contribution (both employee and employer) towards the Employees' State Insurance Fund (ESI) at the prescribed rate under the Employees' State Insurance Act, 1948 to be deposited with the authorities under the Act, every month in due time.
- 4. The agency/contractor paid/shall pay at least the minimum bonus to the contract workers at the prescribed rates under the Payment of Bonus Act, 1965 in due time.
- 5. All the facilities under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 are duly extended to the contract workers.
- 6. The provision of all other labour laws and Rules made there under as applicable to the contract duly ensured.

Date:

(Signature of the Bidder with seal)

PRICE BID

<u>Schedule: A</u>

(Sample format To be submitted in PACK-III (in .xls format) as per terms and conditions of NIT)

Sub: AMC of EPABX lines & cleaning of Telephone instruments at B.P.I. Airport, Bhubaneswar for period of 2 years.

| SI. No | Description of Work | Qty | Unit | RATE per year in Figures To be entered by the Bidder including PF, ESI, Bonus and excluding GST | Total Rate for Two years in Figures including PF, ESI, Bonus and excluding GST |
|-----------|---|-----|------|---|---|
| 1. | i) Maintenance of approximately 170 Extensions (Analog and IP) which are connected to EPABX installed at Terminal T1 Building, 200 pair line laid between Terminal T1 and OTB, 100 Pair line laid between T1 and Admin block & 50 pair linelaid between OTB and Terminal T2 and OTHER lines. ii) Maintenance of approximately 50 Auto Telephones/FAX connections. iii) Locating & repairing of day to day line faults occurred in the cables above the ground surface and underground, to restore intercom telephones. iv) Regular cleaning of telephone instruments. v) Daily check of operational/important telephones of ATC Tower/Equipment room/AHCR/LACC/Fire section/VIP rooms/terminal manager/Junctionlines (voice mail) vi) Shifting of Connections. vii) Jointing of cable if damaged/cut (surface/ground) | 2 | Year | | |
| | Total for Two years (INR) in words excluding GST | | | | |