

NAME OF WORK: Job Contract of 03 Traffic Attendant at DABH Airport, Indore.

Additional Terms & Conditions

TENDER Ref NO.: AAI/ID/ATM/96/E-Tender/2022-23/01

Tender portal: <https://gem.gov.in/>
(Government E Marketplace)

Item rate tenders are invited through the e-tendering portal GeM portal <https://GeM.gov.in/> by Deputy. GM (ATM), Airports Authority of India, DABH Airport, Indore on behalf of Chairman, AAI from the eligible Manpower Providers / Contractors for the work of “**Job contract for providing Manpower 03 Traffic ATTENDENT at Indore Airport**” at an estimated cost of Rs **10,05,440.00/-** (Inclusive PF, ESIC, BONUS, Dress and G.S.T.) for a period of 12 (Twelve) months(365 days+03 National Holidays). The contract may be extended further by one more year on the same terms and conditions on satisfactory performance of the contract.

INDEX

NAME OF WORK: “JOB CONTRACT FOR PROVIDING 03 TRAFFIC ATTENDENT AT INDORE AIRPORT”

S. No.	Description	Page No.
1	Notice inviting E-Tender & Index	1
2	General Conditions of the Contract	2-15
3	Unconditional Acceptance Letter - Annex. I	16
4	Minimum wage & Bonus Compliance - Annex. II	17
5	Declaration regarding Debarred/ Black listed Annex. II	18
6	Undertaking for GST Compliance- Annex. IV	19
7	Undertaking for No Dues - Annex. V	20
8	Declaration regarding No Near Relative in AAI- Annex. VI	21
9	Check list To Be Submitted By Applicants in technical bid format – Annex. VII	22-23
10	Schedule of quantities / BOQ	24

In case of any further query, you may feel free to contact -

E-mail –	Mobile	Office No
Airport Director- apdindore@aai.aero	9893289455	0731-2626111
ATC In-charge - vaid.ats@aai.aero	9425144404	0731-2626221
DGM(ATC) - m.ganesh@aai.aero	7987479821	0731-2626189

General Conditions of the Contract

1. Pre Qualifying Cum Technical Criteria:-

Qualifying requirements of contractors/firms - Tenderers to submit necessary documents duly signed & stamped in support of following qualifying requirements :-

(a) **EMD-** The tenderer who are not EMD exempted shall submit scanned copy of, earnest money deposit (EMD) of value **Rs. 20,109/-** in form of Demand Draft of Nationalized or scheduled bank (but not from cooperative or gramin bank) drawn in favour of **Airports Authority of India** payable at Indore .

Note- Original EMD DD is required to be submitted to the Bid Manager (Deputy. Gen. Manager (ATM), AAI, DABH Airport, Indore-452005) within 05 days from the Bid End Date.

The tenderer whose EMD DD is not received by the stipulated time, their tenders will be summarily rejected. Any postal delay will not be entertained. **(Agency should mention Name of Work on Envelope/Cover containing above documents).**

MSME/NSIC/Start-Up are exempted from EMD. They have to submit their Registration Certificate scan copy through GeM Portal

(b) Unconditional Acceptance of AAI's Tender Conditions in form of scanned copy on letter head . **(Annex-I)**.

(c) Details of Firm Registration with-A-State /DGR/Local authority/ others.

(d) Proof of Experience: Self attested copy of relevant work order from the client stating the similar nature of work (Manpower service providing in Civil, Electrical, Airport Terminals, Other Service sectors), carried out. The agency must possess experience in providing manpower in Central Govt./State Govt./Public Sector Undertakings/reputed private companies during the last 07 years.

(e) Proof of completion/performance certificate (self attested copy of Completion Certificate issued by the end user) with complete details of works claimed. Bidder Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered) with satisfactory performance certificate of at least three works for each of **Rs. 4,02,716.00** or two works, each of **Rs. 5,02,720.00** or one work of **Rs. 8,04,352.00** in single contract of similar nature of works i.e. supply of man power during last seven years. Client certificate for experience should show 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 organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work. Works completed before 31/03/2014 shall not be considered.

(f) Should have annualized average financial turnover of **Rs. 3,01,632.00** against works executed during last three years ending 31st March 2021. As a proof, self attested copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application.

(g) Self-attested copy of the Registration Certificate issued by the Regional Provident Fund Commissioner. In case the agencies/firms do not have EPFO/ESI Registration Nos., they should submit undertaking to obtain the same within one months of issue of work award letter.

(h) Self-attested copy of the Registration Certificate issued by Employees State Insurance Corporation.

(i) Self-attested copy of Goods & Service Tax Registration Certificate.

(j) Self-attested copy of the Permanent Account Number.

(k) Minimum Wages & declarations **(Annex-II)** scan copy, signed with stamp on letter head to be uploaded in Technical Bid/Attachment section.

(l) No Debaration / Blacklisted Declaration **(Annex-III)** scan copy, signed with stamp on letter head to be uploaded in Technical Bid/Attachment section.

(m) Undertaking for GST compliance **(Annex-IV)** on letter head and upload scan copy on letter head.

(n) No Due Declarations **(Annex-V)** scan copy, signed with stamp on letter head to be uploaded in Technical Bid/Attachment section.

(o) Declaration regarding No Near Relative in AAI, **(Annex-VI)** scan copy, signed with stamp on letter head to be uploaded in Technical Bid/Attachment section.

(p) Power of Attorney (In case of Signatory is other than Director of a Company or Proprietor / Partner of the Firm).

(q) Attach scanned copy of signed Tender Document and GeM bid document including Corrigendum (If any).

Note- Do not upload unnecessary documents eg. Company profile, running contract agreements, irrelevant experience certificate.

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

3. AAI reserves the right to disallow issue of bid document to working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain / temporary / permanent debar by any department of AAI. 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 firm then the agency shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual /legal action.

4. Consortium /JV companies shall not be permitted. No single agency/contractor/firm shall be permitted to submit two separate applications.

5. Purchase preference to MSME/NSIC/Central Public Sector undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

6. Corrigendum, Clarifications, Modifications in bidding dates etc shall be communicated only through GeM portal.

7. If the entity participating in any of the tender 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 partnership firm or a sole proprietor concern having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in bidding.

8. Definitions

- i) "AAI" means the "Airports Authority of India".
- ii) The Chairman means the "Chairman", Airports Authority of India or his successors.
- iii) "Bidder / Tenderer" means the individual or firm who participates in this tender and submit their bid.
- iv) "Bid Manager" means the AAI executive responsible for signing all documents from AAI side and shall coordinate all the activities of the project with the bidder / contractor.
- v) "The Contractor" means the person/firm or company with whom the order for the stores is placed and shall be deemed to include the contractor's successors (approved by the purchaser) representatives executors and administrators as the case may be unless executed by the terms and the contract.
- vi) "Acceptance of Bid" means the letter of memorandum communicating to the contractor regarding acceptance of his bid. This includes an advance acceptance of his bid.
- vii) "The Purchaser" means the "chairman, Airports Authority of India, New Delhi – 110003 or his representative.
- viii) Stores to be supplied at: - As per name of consignee mentioned in bid document/supply order.
- ix) "The Inspecting Officer" means the persons, firm or department authorized by the purchaser to inspect the stores on his behalf. This includes representatives of the inspecting officers so nominated.
- x) "Specifications" means a specification accepted or approved by the purchaser for the compliance by the contractor.
- xi) "Day" means a day starting from 0000 hrs. to 2400 hrs.

- xii) "Hour" means an hour of 60 minutes. For the purpose of calculation, fraction of an hour up to 30 minutes will be ignored and more than 30 minutes will be treated as full one hour.
- xiii) "Month" means a calendar month or a cycle month depending on the date of commencement of the contract. For all pro-rate calculation, the number of days considered in a month will be 30.
- xiv) "The Award Letter / Work Order" means the order placed on contractor / firm for the work mentioned in the bid document.
- xv) "The Contract" means the agreement signed between the AAI and the Contractor as per the terms and conditions contained in the bid document.
- xvi) "The Contract Price" means the price payable to the Contractor under the Purchase Order for the full and proper performance of its contractual obligations.
- xvii) "Non-responsive Bid" means a bid, which is not submitted as per the instructions to the bidders or Earnest Money Deposit has not been attached, or the required data has not been provided with the Bid or incomplete bids or intentional errors have been committed in the Bid.

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

10. No post bid clarification / confirmation of compliance at the initiative of the bidder, shall be entertained.

11. The bidder shall quote the rates in English language and in international numerals. The rates shall be in whole numbers. The rates shall be written in both figures as well as in words. Over writing is not permitted. In case of disparity in figures & words, the rate in words will be considered. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided for under this contract will be English. The bidders should quote only in Indian Rupees and the bids in currencies other than Indian rupees shall not be accepted.

12. No correspondences / representations shall be entertained from the bidders after opening of Financial Bid during the bidding process.

13. Award of Contract:

i) The acceptance of the bid shall be intimated to the successful bidder by AAI through Fax / Letter/ Telephone / e-mail etc.

ii) AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.

14. Not more than one Bid shall be submitted by a bidder. Not more than one concern in which an individual is interested as Proprietor and / or partner shall bid for the execution of the same work. If they do so, all such Bids shall be liable to be rejected.

15. The right to accept the bid in full or in part / parts will rest with AAI. The bidder is bound to perform the contract at his quoted rates. However, AAI does not bind itself to accept the lowest bid and reserves to itself the authority to reject any or all the bids received or cancel the bid without assigning any reason thereof. No claim whatsoever will be entertained on this account.

16. The Submission of a bid by a bidder 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.

17. Canvassing in connection with bids is strictly prohibited and the bids submitted by the bidders who resort to canvassing will be liable to be rejected.

18. The Bid for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of Technical Bid.

19. On acceptance of the Bid, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorized representative, which shall be communicated to the AAI.

20. 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 technical and financial conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard.

21. The bidder shall duly attest all corrections, cancellation and insertions.

22. All the bids in which, any of the prescribed conditions are not fulfilled / incomplete in any respect are liable to be rejected.

23. The Bidder shall not be permitted to bid for works in AAI, in which his near relative is posted as officer who is 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 AAI. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of the Authority.

Note:- The term 'near relative' means wife, husband and parents, grandparents, children, grandchildren, brothers, sisters, uncle, aunty and cousin and their corresponding in laws.

24. The bidders shall furnish a declaration that none of their near relatives is posted in AAI as officer responsible for award and execution of this particular work as per **Annex-VI**.

25. No Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of Government of India or AAI is allowed to work as contractor or his representative, for a period of two years of his retirement from the Government / AAI Service, without the prior permission of the Government of India/AAI. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India / AAI as aforesaid before submission of the bid or engagement in the contractor's service.

26. SCOPE OF WORK

- (i) Watching Bird activity and animal menaces on basic strip/Runway.
- (ii) Removal of FODs and dead animal from Runway and Taxiway.
- (iii) Keeping ATC whole day working record in orderly manner eg. flight strips, flight plan, Met reports, PSF list are preserved up to stipulated period.
- (iv) Watch and Guidance on Labours employed in operational area.
- (v) Keep a vigil on aircraft in vicinity.
- (vi) Providing drinking water , tea , coffee to ATCOs.
- (vii) Should be courteous with all AAI and other User Agency staff.

ix) **Timings:** Traffic Attendant shall be on duty in 08hrs/shift basis on 365 days of the Year. Timing of the shift is subject to change and shall be decided by AAI, depending on requirement.

27. The contractor shall adhere to the instructions of AAI / CISF or its authorized personnel.

28. The work on day-to-day basis shall be supervised/monitored by officials of AAI or its authorized personnel so as to ensure safe aircraft operations.

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

30. DOCUMENTS / RECORDS TO BE MAINTAINED BY THE CONTRACTOR

The contractor shall be responsible to maintain required KYC documents / records for the deployed manpower with date/time.

31. MINIMUM REQUIREMENT / QUALIFICATION

The firm has to depute Traffic Attendant for the above works / services as mentioned below:

Traffic Attendant (un-Skilled)	03 Nos.	Should be at least 08 th Passed.
-----------------------------------	---------	---

32. In case of leave of any Traffic Attendant a substitute has to be arranged by the contractor who has the required qualification and adequate experience.

33. AAI may increase the total number of Traffic Attendant upto 50 % during the currency of contract including extended period, depending on its requirement, on the same rates, terms & conditions as stipulated in the contract and the same shall be obligatory and binding on the contractor. Any variation in quantity beyond this will be mutually agreed upon by the AAI and the contractor.

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

35. PENALTY CLAUSE

Sl. No.	Description	Penalty
1.	Non-reporting for duty - per Traffic Attendant per shift per day during a calendar month.	Pro-rata deduction plus penalty @ Rs.300/- for 1 st occurrence/shift Rs.700/- for 2 nd occurrence/shift Rs.1200/- for 3 rd occurrence/shift and thereafter only prorata deduction shall be levied for each occurrence/shift.
2.	Not wearing the dress	100/- per occurrence / shift

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

37. SECURITY DEPOSIT (S.D.)

i) The contractor, whose bid is accepted, will be required to furnish a security deposit for the due fulfilment of this contract, which will amount to a sum equal to @ 3 % of Contract Value **within 30 days from the date of issue of work order, failing which the same will be collected from the 1st running bill of the contractor with 12% per annum penalty deductions.** Part of the month will be considered as full month.

ii) The security deposit shall be furnished in the form of Demand Draft in favour of 'Airports Authority of India', payable at Indore from a Nationalized / Scheduled Bank (But not from co-operative or Gramin Bank). Alternatively, the contractor can submit a Bank Guarantee as per AAI's prescribed format for the entire amount of Security Deposit and in such case the EMD will be refunded. The Bank guarantee shall be submitted within 30 calendar days from the date of issue of Award Letter and it will be valid till 90 days after the expiry of the contract. No interest or any other expense whatsoever on Security Deposit is payable by AAI.

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

iv) AAI shall have unqualified option to forfeit the S.D if the contractor failed to carry out the services as per the terms and condition of the contract without prejudice to other rights and remedies available to AAI. Any sum of outstanding dues against the Contractor including any amount on acceptance and liquidated damages shall be recovered from the S.D. AAI shall also have the rights to forfeit or appropriate towards the damages or losses that may be sustained by AAI due to any act / commission or defaults by the Contractor.

38. PERIOD OF CONTRACT

i) The contract shall be valid for 12 (Twelve) months and further extendable for another 01 more Year on the same rates and terms & conditions, subject to satisfactory performance of the contractor and mutual consent.

ii) The date of commencement of contract shall be intimated later on in the Work Order.

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

39. QUOTING OF RATES FINANCIAL BID

The **Rate** quoted for shall be:

Inclusive of:-

1. i) Minimum Wages for Un-skilled staff (traffic attendant) is Rs 553 per day {As per Latest Circular of O/o the Chief Labour Commissioner (Central), New Delhi vide their circular no. F.No.1/4(3)/2022-LS-II dtd. 31.03.2022) for - Area B} with P.F contribution @ of 13.00 % of daily wages ,E.S.I.C. contribution @ of 3.25% of daily wages and Bonus @ 8.33% of daily wages and as per time to time rule framed by Ministry of Labour and Employment.
2. Contractor shall pay 03 National Holiday duty wage to staff.
Dress expenditure cost (02 set for each staff, shoes one set for each staff and winter jersey one set for each staff) for 03 workers, is payable from contractor overhead profit (15%) and not reimbursable by AAI.

Exclusive of:-

- i) GST as applicable.

40. REIMBURSEMENT

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

ii) The contractor has to submit the proof for payment of wages to the labour for reimbursement of difference of wages, EPF, ESI, and Bonus. However, no additional amount such as contractor's premium/profit will be paid on this reimbursement.

41. GOODS & SERVICES TAX (GST)

i) The service covered by this contract falls under the scope of GST and the Contractor shall be fully responsible for meeting all the statutory obligations in respect of GST.

ii) The copy of GST Certificate should be submitted before submission of first invoice or monthly bill. The GSTIN of AAI and the Bidder must be mentioned on each invoice.

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

iv) During currency of the contract, any change in the GST rate, as notified by the Govt. of India from time to time or any provision relating to levy of Tax resulting in increase in burden of Tax on the contractor, the contractor shall be entitled to receive any compensation for such increase in quantum of Tax payable by the contractor. Similarly recovery shall be made from the contractor on account of decrease of rate of Tax or any provision relating to levy of Tax.

42. TAXES & OTHER CHARGES

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

43. ACCIDENT / DAMAGES / CLAIMS

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

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

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

44. WORKMAN'S INSURANCE

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

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

45. PAYMENT

i) No advance payment shall be paid to the contractor. However, the Contractor shall submit his / her monthly hire bills in approved GST Format in duplicate along with following documents:

- a) Duly signed salary disbursement sheet of previous month.
- b) Proof of deposition of ESIC (Employees State Insurance Contribution) for the previous month.
- c) Attendance sheet of the month for which payment is demanded.
- d) Salary details paid to employees.
- e) Proof of deposit of EPF (Employee Provident Fund) for the previous month.

ii) AAI shall make payment within 20 days from the date of receipt of bills in order by electronic payment – R.T.G.S.

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

46. CONTRACTORS OBLIGATIONS & LIABILITIES:

i) The contractor shall on award of the contract, furnish the list containing names and addresses of his Traffic Attendant along with Police Verification Report of each Traffic Attendant, so as to enable the AAI to check the character and antecedents and to provide temporary permits to work within the restricted area(s). The contractor shall get AAI's approval for the Traffic Attendant engaged.

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

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

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

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

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

vii) The contractor shall be solely responsible for the payment of Wages, Bonus, N/H and other dues to the personnel deployed by him latest by 7th of the subsequent month through Bank Account. The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him for the Contract.

viii) The Contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of

the work provided for by this contract whether brought by employees of contractor, by third parties or by central, authority or any political subdivision thereof. The contractor shall comply with the provisions of labour laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension if any.

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

47. DEFAULTS & RECOVERIES

i) The contractor has to deposit PF & ESI as mentioned in above Paras to their Operators regularly, failing which recovery / penalty will be imposed as per EPFO guidelines from their R/A Bills shall be made.

ii) The contractor is required to pay bonus @ 8.33% of actual wages per year per person (at least) to the Operators by 11th month of the contract, failing which recovery/penalty will be imposed as per prevailing guidelines from their R/A Bill.

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

(a) Dispute Resolution Committee: If a dispute of any kind, whatsoever, arises between the 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 work or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Authority; the matter in dispute shall in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the Airport Director/Competent Authority, AAI, DABH Airport, Indore-452 005 DRC thus, constituted may act as “conciliator” and will be guided by principles of “conciliation” as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligations of parties, usage to trade concern and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn out and signed by the parties. DRC will authenticate the settlement Agreement and furnish a copy to each party. DRC will give its’ report within 45 days of its constitution.

(b) Adjudication through Arbitration: Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman / Member of AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120 (One hundred Twenty) days of receiving the decision / award from Dispute Resolution Committee, the claim of contractor(s) will be deemed to have been waived and absolutely barred and the AAI shall be discharged and released of all liabilities under the contract in respect of these claims. It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by

the Dispute Resolution Committee. It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.

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

(c) Laws governing the Contract: The Indian Laws shall govern this contract for the time being in force.

48. FORCE MAJEURE

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

49. TERMINATION OF CONTRACT

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

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

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

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

v) 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 AAI whatsoever.

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

50. NOVATION CLAUSE:

Notwithstanding anything contained in this contract/agreement, parties agree that during the contract period, in the event AAI opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by AAI/Government of India, then the AAI shall have the right to assign/novate/alter/transfer this agreement, in favour of such third party, to which contractor hereby gives their consent unconditionally and AAI will not be bound to obtain any further consent of the contractor. Such assignment/novation/alteration/transfer would release AAI of all liabilities and obligations arising under this agreement from and after the date of assignment/novation/alteration and the rights and obligations of AAI under this Agreement and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The Parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment/novation/alteration as and when need arises. The contract period between AAI and the Second party will be up to the completion of the work or termination of contract or the date of transfer of the Airport to the third party(s) under PPP mode whichever is earlier.

51. 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.

52. **JURISDICTION**

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

53. **CONTRACT AGREEMENT**

i) All Terms & Conditions of the Bid along with additional Terms & conditions as mentioned above and Work order placed on successful bidder or any other relevant letter, shall form the part of the agreement to be made with the AAI.

ii) The contract agreement shall be executed on a non-judicial Stamp Paper of value Rs.500/- as per AAI format within one month from the date of award of work and cost of the same shall be borne by the Contractor.

UNCONDITIONAL ACCEPTANCE LETTER

(SCANNED COPY ON LETTER HEAD SHALL BE UP-LOADED WITH TECHNICAL BID DOCUMENTS)

To,
Deputy General Manager (ATM),
ATS Complex,
Airport Authority of India,
DABH Airport,
Indore – 452005

UN CONDITIONAL ACCEPTANCE OF AAI's E-TENDER CONDITIONS

Sir,

1. The E-TENDER documents for the **JOB CONTRACT FOR PROVIDING MANPOWER FOR 03 TRAFFIC ATTENDANT AT INDORE AIRPORT** have been sold to me / us by AAI and I / We hereby certify that I / We have inspected the site and read the entire terms and condition of the E-TENDER documents and I / We shall abide by the condition / clauses contained therein.
2. I / We hereby unconditionally accept the E-TENDER condition of AAI's E-TENDER documents in its entirety for the above work.
3. After unconditionally accepting the E-TENDER conditions in its entirety, it is not permissible to put any remarks / condition in Financial Bid. In case, this provisions of the E-TENDER is found violated. I / We agree that the E-TENDER shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the said earnest money absolutely.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills and further if any officer of AAI asks for bribe/gratification, I/We will immediately report it to the appropriate authority in AAI.
5. The required earnest money amounting to Rs. _____ by way of Demand Draft No. _____ drawn on _____ payable at _____ is enclosed herewith.

OR

We are exempted with EMD by valid MSME/NSIC/ Start-Up certificate.

Yours faithfully,

[Signature and name of the authorized signatory
with company stamp]

Place :
Date:

Note: This affidavit is to be attested by a First class Magistrate / Notary public on non-judicial stamp paper of Rs.100/- for successful bidder only.

AFFIDAVIT

(For Payment of Minimum wage & Bonus)

(SCANNED COPY ON LETTER HEAD SHALL BE UP-LOADED WITH TECHNICAL BID DOCUMENTS)

I ----- (Name), aged ----- years, s/o -----
(Name), Proprietor/ Managing Partner/ Managing Partner of ----- (Name
of agency) do hereby solemnly affirm and state as follows:-

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

I will pay Bonus to employed staff as per “The Payment of bonus (Amendment) Act. 2015 and The
Payment of bonus Act, 1965 “

Dated this, theday of.....month.....year.

[Signature and name of the authorized signatory
with company stamp]

Place :

Date:

**Note: This affidavit is to be attested by a First class Magistrate / Notary public on non-judicial
stamp paper of Rs.100/- for **successful bidder only**.**

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

(SCANNED COPY ON LETTER HEAD SHALL BE UP-LOADED WITH TECHNICAL BID DOCUMENTS)

I/We....., (Name and post of authorized signatory) on behalf of(Name of Firm) do here by solemnly affirm and declare as follows:

- (i) Our firm is not restrained /debarred/blacklisted by AAI or Central/State Govt. Depts./PSUs/World Bank/ADB etc. and the debarment is not in force as on last date of submission of proposal.
- (ii) None of Proprietor/Partners/Board Members/Directors of M/s(Name of firm) has remained Proprietor/Partner/Board Member/Director in any firm which stands debarred/blacklisted by AAI or Central/State Govt. Depts./PSUs/World Bank/ADB etc. and the debarment is not in force as on last date of submission of proposal.
- (iii) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI, apart from any other appropriate contractual legal action including debarment /blacklisting, termination of the contract etc. as deemed fit.

[Signature and name of the authorized signatory
with company stamp]

Place :
Date:

UNDERTAKING FOR GST COMPLIANCE

(SCANNED COPY ON LETTER HEAD SHALL BE UP-LOADED WITH TECHNICAL BID DOCUMENTS)

To,
The DGM (ATC),
D.A.B.H. Airport, Indore.

Sub: **Undertaking regarding GST Compliance**

Refer Tender ID:_____.

Sir,

1. Tender documents for the works, “**JOB CONTRACT FOR PROVIDING SERVICES OF 03 TRAFFIC ATEENDENT AT DABH AIRPORT, INDORE**”, have been issued to me / us by Airports Authority of India.

2. I / we hereby certify that I / we have registered under GST and the GSTIN is _____ (to be filled in by the agency).

3. I/ we hereby undertakes that I/we will comply all GST provisions and all input credit related to this work will be passed on to the Airports Authority of India.

Yours Faithfully

[Signature and name of
the authorized signatory
with company stamp]

Place :

Date:

Format for Declaration regarding No Dues

(SCANNED COPY ON LETTER HEAD SHALL BE UP-LOADED WITH TECHNICAL BID DOCUMENTS)

(Strikeout which is not applicable)

I/We.....S/o, W/o
D/o..... hereby declare that we are the owner/ proprietor/
partners of the M/s..... (Name of Firm)

We further declare that, our Firm/ Company have no outstanding dues of any
station of AAI.

Or

That our Firm/ Company has a dues of Rs..... of
AAI..... station under the Contract/ Work.....

[Signature and name of the authorized signatory
with company stamp]

Place :
Date:

Declaration regarding No Near Relative in AAI

(SCANNED COPY ON LETTER HEAD SHALL BE UP-LOADED WITH TECHNICAL BID DOCUMENTS)

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 and name of the authorized signatory
with company stamp]

Place :

Date:

ANNEXURE-VII**CHECK LIST TO BE SUBMITTED BY APPLICANTS IN TECHNICAL BID FOLDER**

Name of work: - “JOB CONTRACT FOR THREE TRAFFIC ATTENDENT IN ATM SECTION, DABH AIRPORT, INDORE.”

1	2	3	4
Ref. No.	Qualifying Criteria	Particulars	Check list
1	Scan copy of EMD DD Rs. 20109.00 OR NSIC OR MSME OR Start-Up Certificate(If Applicable)	Date:- Amt:- Bank:.....	Attached :Yes/No
2	Scan copy of Unconditional acceptance of AAI's tender conditions in its entirety as per enclosed format on letter head.	(Annexure-I)	Attached :Yes/No
3	Details of Registration with- A-State /DGR/Local authority/ others		Attached :Yes/No
4	Proof of Experience of Works claimed. (copies of relevant PO / Work Order issued by the end user)	Govt. organization/private clients (Tick whichever is applicable. In case, experience of private client, TDS certificate from clients to be enclosed).	Attached :Yes/No & If TDS certificate applicable: Attached :Yes/No
5	Proof of minimum- (i) One Work Rs. 8,04,352.00 (ii) Two work- Rs 5,02,270.00 (each) (iii) Three work-Rs4,02,716.00(each) Work completion/performance certificate (Completion Certificate issued by the end user as per Section 2.1(c) of NIT with complete details of works claimed)	(i) One Work – Rs. (i) Two Works - Work-1 Rs. Work-2 Rs. (i) Three Works – Rs Work-1 Rs. Work-2 Rs. Work-3 Rs.	
6	As a proof of financial turnover, copy of abridged Balance Sheet (ABS) along with Profit and Loss account of the firm (bidder) for last three years ending 31 st March 2021. Minimum Turnover Required- Rs. 3,01,632.00		Proof of Turnover Attached (Abridged balance sheet and profit & loss account certified by Chartered Accountant)
7	EPFO Reg. No. of Company	Attach scan copy of EPFO Reg.	Attached :Yes/No
8	ESIC Reg. No. of Company	Attach scan copy of ESIC Reg.	Attached :Yes/No
9	GST	Attach scan copy of GST Reg.	Attached :Yes/No

10	PAN	Attach scan copy of PAN Card	Attached :Yes/No
11	Affidavit on Minimum Wages & declarations	(Annexure-II)	Attached :Yes/No
12	Affidavit on No Debar/ Blacklisted	(Annexure-III)	Attached :Yes/No
13	Undertaking for GST compliance	(Annexure-IV)	Attached :Yes/No
14	Affidavit on No Due Declarations	(Annexure-V)	Attached :Yes/No
15	Declaration regarding No Near Relative in AAI	(Annexure-VI)	Attached :Yes/No
16	Power of Attorney (In case of Signatory is other than Director of a Company or Proprietor / Partner of the Firm)		Attached :Yes/No
17	Signed Tender Document and GeM bid document including Corrigendum (If any).		Attached :Yes/No

DECLARATION

I (.....) hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage found fake / incorrect, my EMD may be forfeited & debarred from tendering in AAI.

[Signature and name of the authorized signatory
with company stamp]

Place :

Date:

.....
Note:- All are requested to fill up the required data in the above performa.

SCHEDULE OF QUANTITIES / BOQ**(TO BE SUBMITTED IN FINANCIAL BID SECTION)**

NAME OF WORK:- JOB CONTRACT FOR WORK OF **THREE TRAFFIC ATTENDENT IN ATM SECTION** AT D.A.B.H. AIRPORT, INDORE.

Sr. No	Description of item	Qty	Unit	Rate/ Month for 03 Traffic Attendant (Including PF, ESIC,BONUS) , Excluding GST		Total Amount In Rs.
	a	b	c	d		e= dX12
				In Figure	In words	
1.	Providing 03 Traffic Attendant (Un-skilled staff) in ATM Section at DABH Airport, Indore as per the General Conditions of contract Note (1) The rate shall be quoted inclusive of PF, ESIC and Bonus, component and excluding GST on all components.	12	Month			

Note: .Rates quoted shall be inclusive of PF,ESIC,BONUS, excluding GST.