



**AIRPORTS AUTHORITY OF INDIA**



**AIRPORTS AUTHORITY OF INDIA**

**E-TENDER DOCUMENT**

**(Tender ID: 2022 AAI 121462 1)**

NAME OF WORK	: HIRING OF VEHICLE SERVICES FOR OPERATIONAL & TOURING OFFICIAL PURPOSE AT AAI,BANGALORE FOR THE YEAR 2022-23.
Estimated Cost	: Rs. 1,19,28,637.00 (Excluding GST)
EMD	: Rs. 2,38,573.00
Cost of Tender Document	: Rs. 1,120.00
Time Period	: 12 Months
Bid Manager	: P. NARENDRA,Asst.GM (Engg.-E) on behalf of GM (CIC), AAI, KIA
Tel No.	: 080-22019917
Mobile No	: 9247752299
E-Mail ID	: <a href="mailto:pnarendra@aai.aero">pnarendra@aai.aero</a>



## AIRPORTS AUTHORITY OF INDIA KIA AIRPORT, BENGALURU INDEX

SL. No.	Description	Page No.
1.	Cover Page	01
2.	Index	02
3.	Notice Inviting Tender (Section-I)	03-10
4.	Guidelines to Tenderers (Section-II)	11-14
5.	General Terms and Conditions (Section-III)	15-17
6.	List of vehicles to be hired (Section-IV)	18
7.	Special Terms Conditions of Contract for Hiring of vehicles for operational purpose (Section-V)	19-26
8.	Special Terms Conditions of Contract Hiring of Vehicles for Touring Official Purpose (Section-VI)	27-32
8.	Unconditional Acceptance Letter (Annexure-I)	33
9.	Undertaking regarding blacklisting/debarment (Annexure-II)	34
10.	GST Undertaking (Annexure-III)	35
11.	Net worth proforma (Annexure-IV)	36
12.	Affidavit of Minimum wages (Annexure-V)	37
14.	Format for agreement (Annexure-VI)	38
15	Schedule of Quantities	39-40

TOTAL 40 Pages

Certified that this tender document contains total 40 (Fourty only) pages including index and cover pages.

Sd/ -

Asst. Genera Manager(E-E),  
For General Manager(CIC)  
AAI, KIA, Bangalore.

**NOTICE INVITING e-TENDER**  
**(Two Envelopes Open Tender)**  
**(Tender ID: 2022 AAI 121462 1 )**

Ref :AAI /KIA/ENGG(E)/VEH/2022-23

Date: 30.06.2022

**NOTICE INVITING e-TENDER**

1. Item rate(s) tenders are invited through the e-tendering portal by Asst. General Manager (Engg.-E), Bangalore Airport, Bangalore, Karnataka – 560300, Tel.No. 080-22019917 (Bid Manager) on behalf of Chairman, A.A.I. from the Eligible contractors/firms for the work **“HIRING OF VEHICLE SERVICES FOR OPERATIONAL & TOURING OFFICIAL PURPOSE AT AAI, BANGALORE FOR THE YEAR 2022-23”** at an estimated cost of **Rs. 1,19,28,637.00** (Excluding GST) with period of completion **12 Months**.
2. The tendering process is online at e-portal URL address [www.etenders.gov.in/eprocure/app\\_orw\\_www.aai.aero](http://www.etenders.gov.in/eprocure/app_orw_www.aai.aero). Aspiring bidders may go through the tender document by login the CPP portal.

Prospective Tenderers are advised to get themselves register at CPP-Portal, obtain 'Login ID' & 'Password' and go through the instruction available in the Home page after log in to the CPP-Portal [www.etenders.gov.in/eprocure/app\\_or\\_www.aai.aero](http://www.etenders.gov.in/eprocure/app_or_www.aai.aero). They should also obtain Digital Signature which is essentially required for submission of their applications. The process normally takes 03 days' time the tenderer may also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-tender/help](http://aai.aero/tender/e-tender/help) Desk Support. For any technical related queries please call the Help Desk. The 24x7 Help Desk details are as below:-

Tel: [0120-4200462](tel:0120-4200462), [0120-4001002](tel:0120-4001002), Mobile:-+918826246593, E- mail:-[support-eproc@nic.in](mailto:support-eproc@nic.in). 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 further technical assistance with regard to functioning of CPP portal the bidder may contact to the following AAI help desk numbers on all working days only between

- 1) 08 00 hrs to 20 00 Hrs(Mon-Sat)  
011-24632950, Ext-3512(Six lines), Email:-[eprochelp@aai.aero](mailto:eprochelp@aai.aero)
- 2) 09:30 hrs to 1800 Hrs (Mon-Fri)  
011-24632950,Ext-3253, Email:- [tendersupport@aai.aero](mailto:tendersupport@aai.aero) s [anjeevkumar@aai.aero](mailto:anjeevkumar@aai.aero) and [snita@aai.aero](mailto:snita@aai.aero).
- 3) 09:30 Hrs to 1800 hrs (Mon-Fri)  
011-24657900, Email:-[gmitchq@aai.aero](mailto:gmitchq@aai.aero)
3. Tender fee of **Rs. 1120.00** (including GST) non-refundable will required to be paid online through payment gateway in CPP portal. Last date and time of sale of tender is **27.07.2022 @ 1800 Hrs**.
4. Following **2** envelopes shall be submitted through online at CPP portal by the bidder as per the following schedule: -

**CRITICAL DATE SHEET**

Published Date	06.07.2022 (1800 Hrs.)
Bid Document Download/Sale Start Date	06.07.2022 (1800 Hrs.)
Clarification Start Date	06.07.2022 (1800 Hrs.)
Clarification End Date	22.07.2022 (1800 Hrs.)
Bid submission Start Date	06.07.2022 (1800 Hrs.)
Bid Submission End Date	27.07.2022 (1800 Hrs.)
Bid Opening Date (Envelope-I)	29.07.2022 (1100 Hrs.)
Bid Opening Date (Envelope-II)	02.08.2022 (1100Hrs)
Tender Fee	<b>Rs.1120.00</b> (1000+GST@12%) (non-refundable) in form of online payment through payment gateway in CPP portal.
EMD	<b>Rs. 2,38,573.00</b> in form of online payment through payment gateway in CPP portal.

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

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

- (i) Tender fee of **Rs.1120.00** (i/c GST) is required to be paid online only through payment gateway provided at the CPP portal itself.
- (ii) EMD of **Rs. 2,38,573.00** is required to paid online only through payment gateway provided at the CPP portal itself.

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

- (i) Scanned copy of Unconditional Acceptance of AAI's Tender conditions (**Performa given as per ANNEXURE-I**).
- (ii) Scanned copy of Permanent Account Number (PAN) and GST Registration Certificate.
- (iii) Scanned copy of "Undertaking" regarding Blacklisting/ Debarment on Company's Letter Head (Performa given on Annexure II).
- (iv)
- (v) Scanned copy of Minimum wages affidavit on Rs.100 stamp paper as per (Performa given on Annexure V)
- (vi) Scanned copy of GST 'Undertaking' on firm letterhead (Performa given on Annexure III)
- (vii) Companies other than proprietary firm shall submit, scanned copy of Authorization letter/ power of attorney along with copy of certificate of Incorporation of the company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & Copy of Board Resolution regarding Authority of assign Power of Attorney. Proprietary firm shall submit scanned copy of Authorization letter/ Power of Attorney only if the tender is processed by a person other than proprietor.
- (viii) PQ Performa duly filled.

**B. Qualifying requirements of contractors / tenderer** containing the following: -

- (i) Agency should have valid registration on the date of issue of tender in appropriate class of CPWD/MES/P&T/Railways/State PWD/PSU/Municipal corporations & Development authorities of Delhi Mumbai, Chennai and Kolkata/State Tourism Boards.

Or

Specialized agencies should have satisfactorily completed (#Phase/Part completion of the scope of work in a contract shall not be considered, **however pre-determined phasing of the work will be accepted**) three works, each of **Rs. 47.71 Lakhs** or two works each of **Rs 59.64 Lakhs** or one work of **Rs. 95.42 Lakhs** in single contract of similar nature of work **“Provision of vehicles on hiring basis”** during last seven years ending on last date or extended date of submission of bid.

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

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

- (ii) Should have annualized average financial turnover of **Rs. 35.78 Lakhs** against works executed during last three years ending 31st March of the previous financial year. As a proof, copy of Abridged Balance Sheet with Profit and Loss Account Statement of the tenderer should be submitted along with the application. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.
- (iii) The tenderers should have a minimum net worth of **Rs. 17.89 Lakhs** issued by certified Chartered Accountants. **(Performa given on Annexure IV of Tender Document)**
- (iv) Scanned copies of **registration certificate and Insurance certificate** documents of **min 06 Nos Vehicles (Jeep/Car or equivalent model vehicle)** commercially registered as Taxi or Public transport vehicle will be accepted, in the name of Firm/Proprietor/Owner/Partner attached to them by Notarized Power of Attorney (POA) and not earlier than 2018 (Year of manufacturing). Scanned copy of all the Documents of Envelope-I mentioned above shall be submitted on the CPP Portal. EMD of the value of **Rs. 2,38,573.00** Shall be accepted online in the form of online payment in CPP portal.

**Envelope-II (The Financial e-Bid through CPP Portal): -**

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

**1. Bid Submission:-**

The tenderers shall submit their application only at CPP Portal: [https:// etenders.gov.in/eprocure/ app](https://etenders.gov.in/eprocure/app). Tenderers/ Contractor are advised to follow the instructions provided in the

tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as per Para2. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

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

2. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/ director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of the condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from Central Public Procurement Portal (CPPP) website: <https://etenders.gov.in/eprocure/app>, shall not tamper/ modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and action will be taken as per EMD declaration and tenderer is liable to be banned from doing business with AAI.

4. **Bid Opening Process is as below: -**

**Envelope-I (EMD, Technical Bid and pre qualification):**

Envelope-I containing documents as per para 2 (A), (B) (uploaded by the tenderers) shall be opened on date & time mentioned in Critical Data Sheet.

If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on CPP Portal to seek clarifications. No other means of communication in this regard shall be entertained. If any clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide through CPP Portal or email if required. The tenderer shall upload the requisite clarification/documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly. The intimation regarding acceptance /rejection of their bids will be intimated to the tenderers through CPP Portal.

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

Envelope-II containing financial bid of the tenderers found to be meeting the technical criteria and qualifying requirements shall be opened on date & time mentioned in Critical Data Sheet.

5. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
6. AAI reserve the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debarment/ black listing by any department of AAI or central/ State Govt. Depts. / PSUs/ World Bank/ ADB etc.
  1. 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 AAI shall take the following action:
    - a) The agency shall be suspended for 01 year and shall not be eligible to bid for AAI tender from the date of issue of suspension order.
    - b) The agency shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual / legal action.

- 7.** Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 8.** Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
- 9.** Concessions to Indian Micro & Small Enterprises (MSEs) units will not be applicable for this work.
- 10.** Tenderers have to submit UDIN generated documents like Balance sheets /Turnover certificates, Working Capital Certificate (works done during last 5 financial years & works in hand), Net worth certificate, Tax Deduction at source (TDS) Certificates for Non-Govt. works etc.as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

**Asst.General Manager (Engg.-E),  
AAI, KIA, Bangalore.**

(PQ-Performa to be put in envelope –I)  
**PQ-PERFORMA FORMAT TO BE SUBMITTED BY APPLICANTS**

**Name of Work: HIRING OF VEHICLE SERVICES FOR OPERATIONAL & TOURING OFFICIAL PURPOSE AT AAI, BANGALORE FOR THE YEAR 2022-23.**

1	2	3	4
Ref No.	Details of bidder and Qualifying Criteria	Particulars	Self-attested scanned copy Uploaded / enclosed
	Name & address of the firm/ email address & telephone no.		
A	Tender Processing fee, EMD:		
(i)	Tender fee	Tender fee for an amount of <b>Rs. 1120/-</b> in form of online payment through payment gateway in CPP portal	Yes/No
(ii)	EMD	<b>Rs. 2,38,573.00</b> in form of online payment through payment gateway in CPP portal.	Yes/No
B	Technical Bid:		
(i)	Unconditional Acceptance Letter	As per Performa given as per ANNEXURE-1 of Tender Document.	Yes/No
(ii)	PAN & GST	Copy of PAN & GST Registration certificate	Yes/No
(iii)	Blacklisting/Debarment undertaking	As per Performa given on Annexure II of Tender document on company's letter head.	Yes/No
(iv)	Affidavit on Minimum Wages	As per Performa given on Annexure V of Tender document on Rs.100 Non-judicial stamp paper.	Yes/No
(v)	GST undertaking	As per Performa given on Annexure III of Tender document on company's letter head.	Yes/No
(vii)	Power of Attorney/ Authorization letter	Copy of Power of Attorney/ Authorization letter as per NIT.	Yes/No
C	Qualifying requirements		
(i)	Should have satisfactorily completed work of similar	A) Certificate of completion of the Three / Two/One work(s) for meeting eligibility criteria as applicable.	Yes/No



	nature of work for “Provision of vehicles on hiring basis”	1.		
	meeting with any one of the value criteria during last seven years ending on <b>31.03.2022</b>  (A) Value Criteria i) Three separate works each costing not less than <b>INR. 47.71 Lakhs</b> ii) Two separate works each of costing not less than <b>INR.59.64 Lakhs</b> iii) One work costing not less than <b>INR. 95.42 Lakhs</b>	2. 3.  Note: (i) Completion certificate should indicate the following:  Name of Client: Name of work: Work order No: Completion value: Date of Start: Date of completion:		
(ii)	Annualized average financial turnover equivalent to <b>INR. 35.78 Lakhs</b> against works executed during last three financial years.	Year	Turnover (Lakhs INR)	Yes/No
		2019-20		
		2020-21		
		2021-22		
		Average: .....  NOTE: As a proof, copy of Abridged Balance Sheet of the firm with profit and loss account / certificate from the chartered accountant shall be submitted.		
(iii)	Minimum Net worth of <b>INR. 17.89 Lakhs</b>	Copy of net worth issued by certified Chartered Accountant. As per Performa given on Annexure IV of Tender document.		Yes/No

**DECLARATION FOR GENUINENESS OF DOCUMENTS**

I(-----) hereby declare that the documents submitted/enclosed are true and correct. In case documents at any stage found fake/incorrect, my EMD may be forfeited.

Place:

***SIGNATURE WITH STAMP***

Date:

Authorized signatory of the Tenderer



## **SECTION-II** **GUIDELINES TO TENDERERS** **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

More information useful for submitting online bids on the CPP Portal may be obtained at:<http://etenders.gov.in/eprocure/app>.

### **REGISTRATION**

Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://etenders.gov.in/eprocure/app>) by clicking on the link

“Online Bidder Enrollment” on the CPP Portal which is free of charge.

1. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
2. 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.
3. 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.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
5. Bidder then logs in to the site through the secured log-in by entering their user ID / Password and the Password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

6. 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.
7. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
8. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

9. Bidder should consider any corrigendum published on the tender document before submitting their bids.
10. 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



11. documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
12. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
13. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card Copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS**

14. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
15. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
16. Bidder has to select the payment option as "online" to pay the tender fee / EMD as applicable and enter details of the instrument.
17. 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, latest by the last date of bid submission or as specified in the tender documents. 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. Otherwise the uploaded bid will be rejected.
18. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white 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 have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
19. 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.
20. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
21. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.



22. 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.
23. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

24. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
25. 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.

### **CPPP under GePNIC, Help Desk Services**

26. CPPP under GePNIC, Help Desk Services
27. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number : 0120-4200462, 0120-4001002.
28. 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.
29. Mobile: 91826246593
30. E-Mail: support-eproc@nic.in
31. For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance. E-Mail: cppp-doe@nic.in
32. For any Issues/Clarifications relating to the publishing and submission of AAI tender(s)
33. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://eprocure.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).
34. Before submitting queries, bidders are requested to follow the instructions given in “Guidelines to Bidders” and get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.



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

Sl No	Support Persons	Escalation Matrix	E-mail Address	Contract Numbers	Timings*
1	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)
2	Manager(IT)	After 4 Hours of Issue	sanjeevkumar@aai.aero	011-24632950, Ext-3505	0930-1800 Hrs. (MON-FRI)
3	AGM(IT)	After 12 hours	snita@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
4	General Manager (IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

\*The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.

The above mentioned help desk number 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.



## SECTION : III

### GENERAL TERMS AND CONDITIONS

1. Not more than one Tender shall be submitted by a tenderer. Not more than one concern in which an individual is interested as Proprietor and / or partner shall tender for the execution of the same work. If they do so, all such Tenders are liable to be rejected.
2. Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate tender application.
3. Concessions to MSME's & Central Public Sector Enterprises (CPSEs) will be applicable as per Govt. of India guidelines.
4. The right to accept the tender in full or in part / parts will rest with AAI. The Tenderer is bound to perform the contract at his quoted rates. 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 or cancel the tender without assigning any reason thereof. No claim whatsoever will be entertained on this account.
5. The Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
6. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to rejected.
7. The Tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of Price bid.
8. On acceptance of the Tender, 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, need to be communicated to the AAI.

#### 9. EARNEST MONEY DEPOSIT(E.M.D)

10. EMD of value **Rs. 2,38,573.00** in form of online payment through payment gateway in CPP portal.

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

- 10.1.1 The contractor, whose tender is accepted, will be required to furnish a Security Deposit for the due fulfilment of this contract, which will amount to a sum equal to @10% in the form of Bank Guarantee on the awarded value on the 1st year contract. In case the agency is fail to deposit the SD, then the same amount will be deducted from their running bill maximum of 10% of contract value. The security deposit will be released after the defect liability period i.e 06 Month from the date of completion of 1st year work. The deduction of 10% SD also applicable on the 2nd year work if the work is extended and 1st year security deposit will be carried out to the 2nd year and the same will be released after 6 months from the date of completion of 2nd year work.
- 10.1.2 Bank guarantee or fixed deposit issued by the scheduled bank will be accepted in lieu of Security deposit and the guarantee should not be less than a sum equal to 10% on the awarded value. In case the contract is extended for the 2nd year, the bank guarantee submitted will be converted as security deposit subjected to the validity of the bank guarantee should be renewed ( valid upto 6 months from the date of completion of 2 year contract ).
- 10.1.3 The security deposit shall be furnished in the form of Demand Draft payable at Bengaluru and in favor of 'General Manager (CIC), Airports Authority of India' or by submitting bank guarantee in AAI's format from a Nationalized / Scheduled Bank (But not from co-operative or Gramin Bank) after adjusting EMD. No interest on Security Deposit or any other expense whatsoever, is payable by AAI. The Bank guarantee shall be submitted within 30 calendar days from the issue of Award Letter and will be valid till 180 days after the end of the expiry of the contract.
- 10.1.4 After termination / expiry of the contract, the security deposit held by the AAI will be released to the contractor within a period of Six months from the DLP Period subject to realization of dues, if any to be made from the contractor.
- 10.1.5 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



## AIRPORTS AUTHORITY OF INDIA

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.

12. Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will be awarded to the PQQ/Technically evaluated eligible Bidder offering lowest evaluated financial bid. The Accepting Authority shall be the sole judge in this regard.
13. A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any major modifications.
14. A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of AAI as required in the contract documents. Any modification in the terms and conditions of the tender, which are not acceptable to AAI, shall also be treated as a major modification.
15. Tenderer shall submit a responsive bid, failing which his/her tender will be liable to be rejected.
16. All rates shall be quoted in Financial Bid only. Conditional financial bid shall be rejected.
17. The bidders shall quote the rates in International numerals. In the event of the order being awarded, the language of all services, manuals, instructions, technical documentation etc. provided 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.
18. The Bidder's offers shall be with reference to section and clause numbers given in the tender schedules.
19. **BID EVALUATION:** Bid evaluation (L-1) shall be decided on the basis of overall lowest "Total in Figures/Quoted Rate in Words" considering all BOQ Items. Bidders are requested to quote their rates for each & every BOQ Items. If any bidder doesn't quote any rate for any or few items, their rates shall be treated as "ZERO" against such item/items.
20. All the tenders in which, any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
21. The Contractor shall not be permitted to tender 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. Suitable action shall be initiated as per AAI if there is any breach of this condition by the contractor. Note : By the term 'near relative' means wife, husband and parents grandparents, children, grandchildren, brothers, sisters, uncle, aunty and cousin and their corresponding in laws.
22. The Tenderers shall furnish a declaration that none of their near relatives is posted in AAI as officer responsible for award and execution of this particular tender/work as per Annexure-I.
23. No Gazetted officer employed in any 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 employee 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 tender or engagement in the contractor's service.
24. **Obligations relating to Transfer**  
The Authority agrees that during the Contract period, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that;  
The Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer/novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation;

AND





## AIRPORTS AUTHORITY OF INDIA

The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Contractor shall be vested in such third party.

25. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the Head of the Tendering Department, in the o/o Senior Manager (Engg – Electrical), AAI, Alpha-I Building, KIA Airport, Bangalore – 560 300 or his representative, within 30 days from date of issue of Award Letter.
26. Tenders shall be received by the Accepting authority up to the date and time and shall be opened on the due date and time as detailed in the Notice inviting Tender.

I / We agree to abide by the General Terms and Conditions contained in the Tender as above.

Date:

Signature of Tenderer / Authorized Signatory  
(with Company Seal )



## AIRPORTS AUTHORITY OF INDIA

SH-I: Providing following vehicles for operational purpose. **SECTION: IV**

Sl.No.	Description	No. of Vehicles	Monthly running Fixed Kms. Per vehicle	Duty Hrs. Per day.
1	General Manager(ATM) and General Manager(CNS) (80 km per day per Manager(CNS) (80 km per day per vehicle )	2	2000	12Hrs
2	For ATC officials - 01, and NAVAIDS Officials - 01 Vehicle, ASMGCS Officials-01 Vehicle. ( 50 km per day per vehicle )	3	1500	24 Hrs
3	One Vehicles for RADAR officials ( 80 km per day per vehicle )	1	2400	24 Hrs
4	One Vehicle each for NAVAID's, NSPR officials, Electrical Engineering maintenance works. ( 70 km per day per vehicle )	3	2100	10 Hrs
5	One Vehicle for CNS-HAL (50 km per day per vehicle)	1	1500	12 Hrs
6	One Vehicle for General purpose from KIA / HAL / KIA. ( 80 km per day per vehicle )	1	1600	12Hrs

**NOTE:**

1. The year of manufacturing of vehicles to be provided under this contract shall not be earlier than **2018**.
2. On exhaust of the monthly running fixed Km per vehicle as detailed above, Extra Kms shall be paid against the vehicle used. However, for the mileage less than monthly fixed mileage proportionate amount on fuel consumption rates will be reduced during the month.



## SECTION : V

### SPECIAL TERMS & CONDITIONS OF CONTRACT FOR HIRING OF VEHICLES FOR OPERATIONAL PURPOSE

#### **1. SCOPE OF WORK**

The contractor shall provide vehicle as per the requirement of AAI and conforming to the provision of Motor Vehicle act / Rules / Regulations, on monthly hire basis, along with driver, cost of fuel, lubricants, repair & maintenance expenses, Tool Fees, ensure minimum wages of central government is paid to driver, road taxes, permits insurance premium etc. and execute the service through their representative as per Rates quoted in the Financial Bid and in accordance with Terms and Conditions of the Tender.

#### **2. VEHICLE TO BE PROVIDED**

- a. The vehicle should be fit in all respect for operation in accordance with Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e., Registration Book, Insurance Certificate, PUC certificate, Fitness Certificate, Permit and with taxes, any statutory fees if any paid up to date during the period of contract, etc.
- b. The year of manufacturing of vehicles to be provided under this contract shall not be earlier than 2018. The vehicles should be registered in the name of proprietor/Owner/Firm/Partner or attached to them by Notarized Power of Attorney (POA) in case of partnership firm copy of partnership deed should be submitted. The contractor shall provide any of the vehicles as categorized in each item in the Schedule of Rates as per choice of the AAI while awarding the contract.
- c. AAI may increase / decrease the total number of vehicles as specified in the Financial Bid, up to 100% 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.
- d. The contractor shall provide the vehicle within a mobilization period of one month from the date of issue of Award Letter. However, extension of above can be considered, at the sole discretion of the AAI on merit of the case.

#### **3. INSPECTION AND PLACEMENT OF VEHICLE**

- a. The contractor shall produce the vehicles at the designated place and date & time as notified, for inspection within the stipulated period before commencement of contract, at his own cost.
- b. The copies along with originals of R.C. Book, Certificate of comprehensive Insurance, Fitness, Permit, PUC certificate, Road tax Token and any other related documents, as required for operating vehicles on public road as per Motor Vehicle Act 1988, should be produced for inspection.
- c. The contractor shall display the board / sticker stating "ON DUTY AAI" at the appropriate place of front and rear side of vehicle at contractor's cost as per the discretion of AAI.
- d. The decision with regard to acceptance / rejection of the vehicle offered by the contractor shall remain with AAI and its decision shall be final and binding upon the contractor.
- e. The place of deployment of the vehicle provided by contractor will be as per directions of General Manager (CIC), AAI, KIA Bengaluru – 560 300 or his authorized representative.

#### **4. CONDITION OF VEHICLE**

- a. The vehicle as required should be in perfect working condition, duly registered and insured comprehensively, having requisite permit and taxes paid up to date. Taxes must comply with Central / State Government and Pollution Act.
- b. The vehicle (s) with registration 2018 onwards shall only be accepted. The vehicles shall be kept clean and immaculate (from inside and outside) and as scratch free as possible and should be provided with car perfume / refresher.
- c. The interior of the vehicle must have appropriate additional fittings to provide good comfort and appearance like foot matting, high quality upholstery to provide comfort.
- d. The vehicles suspension system shall be maintained in excellent conditions to provide good riding comfort.
- e. The vehicle should be noise free. Any rattling sound of loose components, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.



## AIRPORTS AUTHORITY OF INDIA

- f.
- g. Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in good and smooth working condition. The contractor shall replace the tyres after as recommended in vehicle manual or inspection of tyres condition by AAI official whichever is earlier. The obstruction lights for the operational vehicle should be provided by the agency to the airport operational requirement.
- h.
- i. Sufficient no. of driver shall be provided for round the clock for vehicle and assigned duty shall always wear neat and clean uniform and hold a valid driving license and abide by all the rules laid down by Transport Authority or any other Authority relevant to the subject and should always strictly follow the traffic rules and regulations, so as to ensure safety of the passengers. The drivers should have minimum of 05 years of experience and should have commercial licences (badges) issued by the RTO for drive the commercial vehicle.
- j. The driver must have a mobile phone available with him for smooth coordination and service execution and the same should be always in working condition and no separate charges shall be paid by the AAI for the same.
- k. The driver and vehicle to be provided for the purpose, shall be deployed on a dedicated basis and shall not be changed every now and then without approval of Nodal Officer.
- l. The vehicle and driver shall report in time at the designated place and time on regular basis and the drivers shall not be reluctant to or deny to go to any place within the scope of work. No mileage will be allowed for breakfast / lunch / tea of the driver. For each vehicle a dedicated mobile phone with fixed number and sufficient talk time to be provided with the on-duty driver to communicate with specific vehicle by concerned controlling officer.
- m. The driver should be well behaved and punctual while on duty. They should never be in an intoxicated state or smoking. The contractor shall be required to change / replace the drivers immediately in case not found suitable by AAI.
- n. The driver should extend all normal courtesy such as greeting, opening / closing of door etc. towards the user and should present themselves for duty in a good appearance.
- o. In case of driver is not proficient enough to the requirement of duties or misbehaving with the user or acting against the interest of AAI or non-punctual / irregular or not up to the expectation, AAI may require change of driver which will be communicated in writing. In such cases, the contractor shall replace the driver immediately upon receipt of such communication, failing which necessary action deemed to be fit, will be taken as per the provisions of contract and the decision of GM (CIC) will be final and binding on the contractor.
- p. The engagement and employment of drivers and payment of wages as per the existing provisions of various laws and regulations is the sole responsibility of the contractor and any breach of such lapse or regulation shall be deemed to be breach of the contract. AAI may ask the contractor to produce documents to verify that the contractor complies with the provision / laws.
- q. The contractor shall assign the job of driving of hired vehicle only to qualified, experienced and licensed drivers and also assume full responsibility for the safety and security of officers / officials as well as essential stores items while running the vehicle by ensuring safe driving. AAI shall have no direct or indirect liability arising out of such neglect, rash or impetuous driving which is an offense under relevant section of IPC, any loss caused to AAI have to be compensated by the Contractor.
- r. The contractor shall take prior permission of AAI for substitution of vehicle provided for duty in case of Break down / maintenance.
- s. The contractor shall ensure that the vehicle is filled with sufficient fuel for performing assigned duties and it is in a good running condition before it reports for duty of AAI. Refueling of vehicle shall be carried out prior to reporting for duty. Necessary fund should be available with the driver to pay any parking charges, toll tax, charges for minor nature of repair works etc.
- t. It shall be the responsibility of contractor to adhere to the timings as specified from time to time for deployment of vehicles.

### 5. PERIOD OF CONTRACT

The contract shall be valid for a period of 1 (ONE) year to be reckoned from the 10<sup>th</sup> day after award of work order and prior to the date deployment of vehicle should be ensured by fulfilling codal procedures as detailed and contract is further extendable by 1 (one) more year on the same rates, terms & conditions and based on satisfactory performance.



## AIRPORTS AUTHORITY OF INDIA

### **6. RATES :**

The rates quoted shall be firm normally during the currency of the contract. The hire charges shall be net inclusive of cost of fuel, oil, lubricants, repairs and maintenance expenses, insurance for vehicle, road tax, Permit, salaries of operating and maintenance staff, establishment charges, dues and levies and any other expenses for providing an acceptable and satisfactory level of service under the contract but exclusive of GST as applicable. Toll charges are reimbursable on documentary proof for all items. The quoted rates shall be applicable to all vehicles which are categorized and given against each item number in the Financial Bid.

### **7. GOODS & SERVICES TAX (GST)**

- a. All Tendered rates should be exclusive of GST.

The Bidders shall be registered under GST and should comply with GST provisions. In case, firm do not possess same, & becomes L-1, the firm will be required to get it essentially before award of work.

- b. The successful bidder shall comply with all provisions of GST as applicable from time to time.  
c. In case of non-compliance with GST provisions, and blockage of any input credit, the bidder shall be responsible to indemnify AAI.

### **8. 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.

### **9. CHANGE OF AAI POLICY IN FIXED KM PER MONTH:-**

During the contract period, any change in AAI policy in increase/reduction of fixed km per month, the rate of extra km will be considered for fixation of Fixed Monthly Rate.

### **10. LOG BOOKS:-**

- a. The contractor shall provide log books as per format prescribed by AAI for the purpose of various vehicles maintained by the contractor for recording of kms. covered for verification. The contractor shall get the vehicle log books authenticated by AAI regularly as per periodicity defined by AAI. After vehicle log books get filled or has been closed/discontinued, it has to be deposited to AAI. It shall not be returned in any case.  
b. In case of failure of milometer, the actual distance travelled shall be assessed by AAI, whose decision in this regard shall be final and binding. The period for which the milometer was found defective, shall be recorded in the remark column of Log Book and duly authenticated by the AAI. The contractor shall repair / replace such defective milometer within 2 (two) days.  
c. It shall be the duty of contractor / his driver to ensure that the Log Book is properly filled in and signed by the user or his Authorized Representative and mentioning clearly the name and designation of the user.  
d. Any tampering of Log Book details by the contractor / his driver shall result in non-payment for that vehicle for the particular day / hours, in addition to penalty to be imposed for the same.

### **11. RUNNING & MAINTENANCE:-**

- a. The vehicle will have to be kept in good operating condition at all the times. Procurement of fuel, lubricants, spare etc. will have to be arranged by the contractor at his own cost. All repair maintenance, check-up etc will have to be arranged by contractor. During maintenance period / break down period a substitute vehicle should be provided by the contractor / agency without any extra cost.  
b. The contractor shall ensure that the driver of the vehicles abide the speed limits notified by the AAI and RTO on airfield as well as public roads and exercise all the caution while driving the vehicles.  
c. In case of major break down or withdrawal of the vehicle for service, the contractor for such reason shall replace the same within two hours on temporary basis till the said vehicle is made in order. If in the opinion of AAI, the vehicle so replaced is found unsatisfactory, this shall be replaced by another vehicle acceptable to AAI. Acceptance shall be at the sole discretion of AAI depending on merit of the case.

### **12. ACCIDENT / DAMAGES / CLAIMS / LIABILITIES:-**

- a. AAI shall be completely free from any liability whatsoever, in the event of any accident while the vehicle engaged under the contract. Contractor will be fully and exclusively responsible for any damages to his vehicles / property / death / bodily injury to his crew members or any other person in his employment or unauthorized persons travelling in the vehicle, including any third- party claim. The contractor shall indemnify AAI against any such claim / compensation.



- b. Contractor shall also be solely responsible for any consequences under the law, arising out of any accident, equipment or personnel of AAI caused by his vehicle to the property or personnel of AAI / third party including death / permanent injury. Contractor shall reimburse on demand the compensation / damages, if any, sustained by AAI / third party on this account.
- c. The hired vehicle should be fully / comprehensively insured by the Contractor at his own cost for all risk including fire, theft, strike, riots and for commercial use etc. All liability whatsoever arising out of the accident of the hired vehicles shall rest upon the contractor only and AAI shall fully stand indemnified.
- d. The contractor shall be responsible for the acts or accidents committed by the person. Employed by him either inside or outside operational area of Airport.

### **13. PAYMENT**

- a. No advance payment shall be paid to the contractor. However, the Contractor shall submit his / her monthly hire bill in duplicate along with Trip Sheets duly filled in and signed by the User or authorized representative for necessary payment.
- b. AAI shall make payment within 45 days from the date of receipt of bills, which are in order by electronic payment.
- c. In the event of any dispute on this account, the decision of AAI shall be final and binding on the Contractor.

### **14. MODE OF MEASUREMENT FOR PAYMENT:-**

- a. The K.M. run will be calculated from authenticated Log Book. The daily reading of kms run of vehicle (opening kms. and closing kms.) shall be submitted to Technical department / Nodal officer who is concern on daily basis for all the vehicles.
- b. While computing the distance in Kms, the distance covered for taking the vehicle for repair, RTO passing etc. will not be taken into consideration i.e. the number of kms. that are covered furtherance of performing the scheduled duty will not be taken into consideration.

### **15. CONTRACTORS OBLIGATIONS & LIABILITIES:-**

- a. The contractor shall on award of the contract, furnish the list containing names and addresses of his Drivers, their valid Driving License, along with police verification report of each workman so as to enable the AAI to check the character and antecedents and to provide temporary permits to operate the vehicle within the restricted area(s). The contractor shall get AAI's approval for the staff to be engaged. The drivers should have minimum of 05 years of experience and should have commercial licenses for drive the commercial vehicle.
- b. The Contractor shall arrange Character & Antecedence Verification Certificate from the Police Authorities and pay fees as required for Airport Entry Pass to be issued by the BCAS and necessary Driving Permit from the concerned Airport officials in respect of Drivers and Vehicle Entry Pass for the use of Operational Vehicle inside the Operational areas of airport.
- c. The contractor shall at his own cost maintain sufficient number of experienced Drivers holding valid driving license and other staff requirements for smooth and efficient running of the vehicles. The driver should possess at all times necessary valid Driving License issued by Transport Authority.
- a. It shall be the sole liability of the contractor (including the Contracting firm/company) 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 and its amendments thereupon in respect of Contract of AAI. It shall also be ensured that Minimum Wages as per Central Government, are being paid to drivers. The minimum wages for Semiskilled should be Rs.734.00 and for skilled should be Rs.806.00 as per the present Central Government Labour Wages.
- b. The Contractor shall submit a list of his Drivers 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.



- c. The contractor shall discharge obligations as provided under various applicable Central & State level 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.
- d. The contractor shall continue to have valid PF and ESI registration till conclusion of the contract. AAI reserves the right to not to release 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. Non-production of PF and ESI challans of monthly contributions before its due date but not later than 21st of every month by the contractor, shall be liable for action against the contractor and also suitable action/penalty shall be levied by AAI as deemed fit.
- e. The contractor has to provide the exclusive mobile handset with number and sufficient talk time to each vehicle designated for prompt communication with the allocated driver and concerned controlling officer. The allotted mobile number should remain the same and unchanged during the contract period.
- f. The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 10th of the subsequent month through Bank Account only. Documentary proof towards this should be submitted to this office before processing the monthly running bill. 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. The details of driver's bank account and payment details to be submitted to AAI office during the process of billing.
- g. Contractor shall be responsible for compliance with all obligations and restrictions imposed under the Motor Vehicle Act and rules made there under as applicable on date.
- h. 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 his staff engaged for the contract 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 labor laws, Employees Provident Fund & Misc. Provisions Act and ESI Act as applicable during the entire period of contract including extension if any.
- i. 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.

**b. WORKMAN'S INSURANCE:-**

- a. 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 Karnataka or at AAI providing for payment of compensation to workman in the event of death, injury or accident to workmen in the course of or in connection with employment such policy (i.e.) in respect of workmen compensation insurance to be of value of not less than Rupees One lakh per person, it being understood that such limit is specified only for the purpose of insurance, and shall not otherwise in any manner limit the contractor liability and associated clauses there under of the SCC.

**c. LIQUIDATED DAMAGES / DEFAULTS & RECOVERIES**

- a. In case of breakdown of any vehicle, the contractor shall replace the vehicle within two hour. Failure to replace the vehicle, will entitle AAI to deduct an amount of Rs. 250/- per hour, if not provided replacement within two hours, in addition to reduction on prorata basis for the period vehicle remains unserviceable.
- b. In view of the smooth Aircraft operations, the contractor needs to provide replacement of the breakdown/unserviceable/ not road worthy vehicle as early as possible. The necessary vehicle pass for the substituted vehicle should be arranged by the contractor from the respective pass issuing department and for which no extra charges will be paid.





## AIRPORTS AUTHORITY OF INDIA

- c. In case the vehicle does not report at all for duty on any day, a sum of Rs.1500/- per day will be imposed as penalty in addition to deduction of approved hiring charge on prorated basis.
- d. If a driver misbehaves with the User and/or disobeys the instructions of the User, a penalty of Rs.500/- per occasion will be imposed per occasion and recovered from the Monthly bills.
- e. In case the contractor fails to provide the vehicle requisitioned, within 03 days, AAI reserves the right to provide AAI vehicle or hire such vehicles from the open market at the risk and cost of contractor and the additional amount, if any, over and above the approved rates of the Contract, will be deducted from the monthly bills / security deposit payable to the contractor. The amount stated by AAI shall be final and binding on the contractor.
- f. In case any unauthorized person or material is lifted in the vehicle deputed for AAI duty, penalty of Rs. 1000/- shall be recovered from the contractor, per occasion.
- g. A penalty of Rs.1000/- in 1st instance and that of Rs.1500/- in the 2nd instance, will be imposed if the milometer of vehicle is found tampered or making excess claim of mileage and the contract will be terminated on 3rd instance in case the incident repeats again. ( Ref clause No:23.2 ).
- h. In case the Trip Sheet / Log Book is tampered by the contractor / his driver, a penalty of Rs.1000/- per occasion shall be imposed.
- i. The disputes or differences whatsoever arising between the parties out of or relating to the operation or
- j. effect of this contract of breach thereof shall be settled through:
- k. 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 General Manager (CIC), AAI, Bangalore Airport, Bangalore. 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.
- l. Arbitration: - Except where the decision has become final, binding and conclusive in terms of Sub Para 31.1 above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman / Member /RED, SR 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, 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. It is also a term of this contract that no person, other than a person appointed by above





mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award. It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

**d. 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, in proforma (Annexure-V) prescribed in 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.

**e. TERMINATION OF CONTRACT**

- a. If the AAI considers that the performance of the contractor is unsatisfactory, not complying with the terms and conditions of the contract or not up to the expected standard, the AAI shall notify the same to 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 and the decision of the General Manager (CIC) shall be final and binding on the Contractor. No compensation shall be paid for this period.
- b. AAI may also give Termination 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.
- c. The contract can be terminated by issuing 60 days' notice in writing at any time by either 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.
- d. 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

- e. incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- f. 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.
- g. 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.
- h. SUBLETTING OF CONTRACT: - The work shall not be sublet / assigned directly or indirectly to any other
- i. Agencies without prior written consent of the competent authority of the AAI.
- j. EXTENSION OF CONTRACT: The contract is extendable by 1 (one) more year, after fixed contract
- k. period of ONE year is over, on satisfactory performance and mutual consent, on the same rates, terms & conditions. The contractor has to renew/extend validity of security deposit up to 3 months after the expiry of extended period.
- l. **JURISDICTION:** - The agreement including all matters with this contract, shall be governed by the
- m. Laws of India for the time being in force and shall be subjected to exclusive jurisdiction of the
- n. Bangalore Court only.
- o. CONTRACT AGREEMENT
- p. The NIT, General Conditions of Contract (G.C.C 2017), Special Condition of contract (S.C.C) as specified above and Work order placed on Successful Tenderer or any other relevant letter, shall form the part of the agreement to be made with the AAI.
- q. The contract agreement shall be executed on a non-judicial Stamp Paper of value Rs.100/- as per AAI format and the cost of the same shall be borne by the Contractor, in proforma prescribed in (Annexure-IV).
- r. The work shall commence after successful inspection of vehicles, vehicle documents, drivers and their documents such as Driving license etc., but not later than one month of contract award order. If required, General Manager (CIC), AAI, Bangalore Airport, Bangalore shall be the competent authority to accord approval for extension of period for commencement of contract.

Date:

Signature of Tenderer / Authorized Signatory  
(With Company Seal)

## SECTION : V

### SPECIAL TERMS & CONDITIONS OF CONTRACT FOR HIRING OF VEHICLES FOR TOURING OFFICIAL PURPOSE

#### **1. SCOPE OF WORK**

- 1.1 The contractor shall provide vehicle as per the requirement of AAI and conforming to the provision of Motor Vehicle act / Rules / Regulations, on AAI requirement, along with drivers, cost of fuel, lubricants, repair & maintenance expenses, wages of drivers, road taxes, permits insurance premium etc, except toll charges which will be paid on submission of documentary proof. and execute the service through their representative as per Rates quoted in the Schedule of Rates and in accordance with Terms and Conditions of the Tender.

#### **2. VEHICLES TO BE PROVIDED**

- 2.1 The vehicles should be fit in all respect for operation in accordance with Motor Vehicle Act, Rules and existing laws as applicable from time to time and must be equipped with valid documents, i.e., Registration Book, Insurance Certificate, PUC certificate, Fitness Certificate, Permit and with taxes, fees paid up to date during the period of contract.
- 2.2 The vehicles should be registered in the name of proprietor/Owner/Firm/Partner. The contractor shall provide any of the vehicle as categorized in each item in the Schedule of Rates as per choice of the AAI while awarding the contract.
- 2.3 AAI may increase / decrease the total schedule of work as specified in the Schedule of Rates, up to 30 % 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.

#### **3. TECHNICAL SPECIFICATIONS OF VEHICLE / GENERAL REQUIREMENTS/CONDITIONS**

- 3.1. The cars will generally be required by AAI for the travel of Departmental Officers/ Guest or other dignitaries to travel within the Bangalore. They may also be required for other types of journey within the Karnataka State.
- 3.2 The copies along with originals of R.C. Book, Certificate of comprehensive Insurance, Fitness, Permit, PUC certificate, Road tax Token and any other related documents, as required for operating vehicles on public road as per Motor Vehicle Act 1988, should be produced for during the journey.
- 3.3 The contractor shall display the board / stickers stating "ON AAI DUTY" at the appropriate place of front and rear side of vehicle at contractor's cost as per the discretion of AAI.
- 3.4 The decision with regard to acceptance / rejection of the vehicles offered by the contractor shall remain with AAI and its decision shall be final and binding upon the contractor.
- 3.5 The firm/agency should be willing to provide vehicle(s) at a short notice i.e. within one hour of requisition
- 3.6 Visit to any place outside Bangalore shall be treated as local provided it does not involve night halt.
- 3.7 There is no guarantee of hiring of any specific number of vehicles. The agency shall have to provide as many vehicles as may be required by AAI at a particular point of time
- 3.8 Time, Place and odometer reading at the start and end of journey including details of journey, AC utilization shall be recorded in duty slips duly signed by the user.
- 3.9 All cars should carry first aid box, torch, stepney, tool box etc
- 3.10 In case of any breakdown of vehicles on duty, it shall be the responsibility of the agency to provide a replacement immediately. If no replacement is provided on time, alternative arrangement will be made and the cost thereof will be deducted from the payment to be made to the firm
- 3.11 Cars shall have to be made available on all days including Sundays & Holidays, if required. The firm/agency shall maintain the vehicles in good running condition at its own cost and shall also keep a valid Pollution Control Certificate with the vehicles at all times.
- 3.12 The cars should be petrol / diesel / Authorized CNG / LPG driven. If the travel agencies are found using unauthorized CNG/LPG Kit during duty, no payment will be made even if the same was used by AAI and the contract will be terminated

- 3.13 The vehicle and driver shall report in time at the designated place and time on regular basis and the drivers shall not be reluctant to or deny to go to any place within the scope of work. No mileage will be allowed for breakfast / lunch / tea of the driver.
- 3.14 The drivers should be educated, able to read and write Kannada, Hindi and English and possesses a valid driving license
- 3.15 The drivers should have adequate knowledge of car machinery systems so that they could attend to minor faults
- 3.16 The driver should be well conversant with roads and routes of Karnataka his operation and functions shall be governed as per motor vehicles Act and Rules
- 3.17 The driver should follow the discipline at AAI during the duty period. The driver should maintain proper dress code viz. shirt, pant and shoes. AAI will not compromise towards punctuality, cleanliness, obedience, promptness, behavior etc. If the driver, at any point of time during official duty, fails to perform duties as directed by AAI, the EMD will be forfeited and contract will be cancelled forthwith without any notice by the Competent Authority
- 3.18 AAI will not be responsible for any challan, loss, damage or any accident of the vehicles or to any other vehicles or for the injury to the driver or to any other third party. The loss or damage or legal expenses on this account shall be borne by the agency.
- 3.19 The order for providing taxis on hire basis may be given to the agency/ agencies which has / have quoted the lowest rates while meeting all the terms and conditions laid by AAI. However, to safeguard against failure by such agency to provide desired number of vehicles, the AAI will empanel other tenderers who are prepared to provide the services as per same terms and conditions of L-I party.
- 3.20 The driver of vehicle assigned for duty shall always wear neat and clean uniform and hold a valid driving license and abide by all the rules laid down by Transport Authority or any other Authority relevant to the subject and should always strictly follow the traffic rules and regulations, so as to ensure safety of the passengers.
- 3.21 The driver must have a mobile phone available with him for smooth coordination and service execution and the same should be always in working condition and no separate charges shall be paid by the AAI for the same.
- 3.22 The driver should extend all normal courtesy such as greeting, opening / closing of door etc. towards the user and should present themselves for duty in a good appearance.  
The contractor shall ensure that the drivers of the vehicles abide the speed limits notified by the AAI and RTO on airfield as well as public roads and exercise all the caution while driving the vehicles.

#### **4 CONDITION OF VEHICLE**

- 4.1 The vehicle as required should be in perfect working condition, duly registered and insured comprehensively, having requisite permit and taxes paid up to date. Taxies must comply with Central / State Government and Pollution Act.
- 4.2. The vehicle (s) with registration 2018 onwards shall only be accepted. The vehicles shall be kept clean and immaculate (from inside and outside) and as scratch free as possible and should be provided with car perfume / refresher.
- 4.3. The interior of the vehicle must have appropriate additional fittings to provide good comfort and appearance like foot mating, high quality upholstery to provide comfort.
- 4.4 The vehicles suspension system shall be maintained in excellent conditions to provide good riding comfort.
- 4.5 The vehicle should be noise free. Any ratting sound of loose components, windows, shutters, spare wheel, fan belt, loosely kept tool box, etc., should be completely done away with.
- 4.6 Battery, tyres, brakes, head-light beam adjustment, indicator and other lights, starter, wiper, window shutter should be in good and smooth working condition, Retreaded tyres will not be accepted.
5. The engagement and employment of drivers and payment of wages as per the existing provisions of various laws and regulations is the sole responsibility of the contractor and any breach of such lapse or regulation shall be deemed to be breach of the contract. AAI may ask the contractor to produce documents to verify that the contractor complies with the provision /laws.

6. The contractor shall assign the job of driving of hired vehicle only to qualified, experienced and licensed drivers and also assume full responsibility for the safety and security of officers / officials as well as essential stores items while running the vehicle by ensuring safe driving. AAI shall have no direct or indirect liability arising out of such neglect, rash or impetuous driving which is an offense under relevant section of IPC, any loss caused to AAI have to be compensated by the Contractor.
7. The contractor shall take prior permission of AAI for substitution of vehicle provided for duty in case of Break down / maintenance.
8. The contractor shall ensure that the vehicle is filled with sufficient fuel for performing assigned duties and it is in a good running condition before it reports for duty of AAI. Refueling of vehicle shall be carried out prior to reporting for duty. Necessary fund should be available with the driver to pay any parking charges, toll tax, charges for minor nature of repair works etc.
9. It shall be the responsibility of contractor to adhere to the timings as specified from time to time for deployment of vehicles.
10. The procedure for hiring taxies will be as follows:
  - 10.1 Contract agreement will be signed with the agency, which quotes the lowest while meeting all the terms and conditions laid down by AAI;
  - 10.2 A panel will be drawn from the other bidders who are prepared to provide services on the same terms and conditions as that of L-1 (Firm who has quoted the lowest rates) tenderer.
  - 10.3 The agency / agencies empaneled shall have to execute an agreement on a non-judicial stamp paper of 100/- with AAI and agreement cost should be bear by agency itself.

#### **11. PERIOD OF CONTRACT**

The contract shall be valid for an initial period of 1 year to be reckoned from the date of deployment of vehicles and further extendable by 1 (one) more year on the same rates, terms & conditions based on satisfactory performance and mutual consent.

#### **12 Payments**

- 12.1 Payments will be made through ECS mode within one month of the receipt of Invoice in duplicate and duly supported by requisite documents after deducting the tax at source.
- 12.2 The calculation of mileage shall be from the reporting point to the relieving point (i.e. AAI) and will not be calculated on garage to garage basis. Distance shall be reckoned / computed from the reporting point i.e. AAI. The rate quoted shall be inclusive all like parking charges, toll charges if any, batta etc., and nothing extra shall be paid except GST.
- 12.3 The rates so fixed during the period of engagement/empanelment shall be valid/ applicable for a period of two years.
- 12.4 "Full Day" would imply a run of the Taxi up to 100 kilometers and 8 hours duration
- 12.5 Night charges will be applicable from 11.00 P.M. to 5.00 A.M.
- 12.6 No night charges will be paid for vehicles called for short durations and up to 5 hours, e.g. pick-up or dropping duties.

#### **13 GENERAL SERVICE TAX**

- 13.1 The GST 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.

#### **14 Penalty Clause**

- 14.1 If the contractor fails to detail the vehicle at the requisitioned time or within a reasonable time of half-an-hour of the requisitioned time, the contractor is liable to serve with the penalty of Rs.500/- per duty which will be deducted from the bill preferred by the agency subsequently.
- 14.2. If the vehicle/driver fails to report for duty on more than two/three occasions in a month for reasons whatsoever, the contract shall be terminated forthwith and the Security Deposit will be forfeited.
- 14.3. AAI will not compromise towards punctuality, cleanliness, obedience, promptness, behavior etc. of the Firm/driver. If the Firm/driver at any point of time, during official duty, fails to perform duties as directed by AAI or the travelling officer, the Security Deposit will be forfeited and the contract will be cancelled forthwith without any notice by the competent authority.
- 14.4 It shall be the duty of contractor / his driver to ensure that the Log Book/TRIP SLIP is properly filled in and signed by the user or his Authorized Representative and mentioning clearly the name and

designation of the user. Any tampering of Log Book details by the contractor / his driver shall result in non-payment for that vehicle for the particular day / hours, in addition to penalty to be imposed for the same.

15. Action shall be taken as per EMD declaration provided at Annexure A.

15.1 If the Tenderer withdraws his Tender during the period of Tender validity i.e. 90 Days from tender opening date.

15.2 If in the case of the successful Tenderer, he fails to

Sign the contract or to furnish performance security in accordance with General terms and conditions of contract.

Comply with all the terms and conditions of the agreement.

Comply with the rules and regulations set forth by Govt

16. It shall be the duty of contractor / his driver to ensure that the Log Book/TRIP SLIP is properly filled in and signed by the user or his Authorized Representative and mentioning clearly the name and designation of the user. Any tampering of Log Book details by the contractor / his driver shall result in non-payment for that vehicle for the particular day / hours, in addition to penalty to be imposed for the same.

#### **17. ACCIDENT / DAMAGES / CLAIMS / LIABILITIES.**

17.1. AAI shall be completely free from any liability whatsoever, in the event of any accident while the vehicle engaged under the contract. Contractor will be fully and exclusively responsible for any damages to his vehicles / property / death / bodily injury to his crew members or any other person in his employment or unauthorized persons travelling in the vehicle, including any third-party claim. The contractor shall indemnify AAI against any such claim / compensation.

17.2 Contractor shall also be solely responsible for any consequences under the law, arising out of any accident, equipment or personnel of AAI caused by his vehicle to the property or personnel of AAI / third party including death / permanent injury. Contractor shall reimburse on demand the compensation / damages, if any, sustained by AAI / third party on this account.

17.3 The hired vehicle should be fully / comprehensively insured by the Contractor at his own cost for all risk including fire, strike, riots and for commercial use etc. All liability whatsoever arising out of the accident of the hired vehicles shall rest upon the contractor only and AAI shall fully stand indemnified.

#### **18. CONTRACTORS OBLIGATIONS & LIABILITIES:**

18.1. 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 General Manager(CIC), AAI, Bangalore. 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.

18.2 Adjudication through Arbitration: - Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the Chairman / Member of AAI. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of contract

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

#### **19.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.

#### **20. TERMINATION OF CONTRACT: -**

- 20.1 If the AAI considers that the performance of the contractor is unsatisfactory or not up to the expected standard, the AAI shall notify the same to 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 and the decision of the Airport Director shall be final and binding on the Contractor.
- 20.2. AAI may also give Termination 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.
- 20.3 The contract can be terminated by issuing 60 days' notice in writing at any time by either 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.

- 20.4 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation whatsoever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- 20.5 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.
- 20.6 The agreement shall be deemed to have been terminated on the expiry of the contract period unless AAI has exercised its option to extend this contract in accordance with the provisions, if any, of this contract.
- 21 SUBLETTING OF CONTRACT:** - The work shall not be sublet / assigned directly or indirectly to any other agencies without prior written consent of the competent authority of the AAI.
- 22 JURISDICTIONS:** - 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 Bangalore Court only.

Signature of Tenderer / Authorized Signatory  
(with Company Seal)



PROFORMA

ANNEXURE-I

ACCEPTANCE LETTER  
(Refer Notice Inviting Tender)

To  
Asst.General Manager (Eng. Elect),  
Airports Authority of India,  
KIA Airport,  
Bengaluru-560300.

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work **"HIRING OF VEHICLE SERVICES FOR OPERATIONAL & TOURING OFFICIAL PURPOSE AT AAI, BANGALORE FOR THE YEAR 2022-23"** have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of **Asst.General Manager (Engg.-E)**, AAI, KIA Airport, Bengaluru. Which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accepts the tender conditions of AAI's tender documents in its entirety for the above work.
3. It is not permissible to uploading additional file or put any remarks/conditions (except unconditional rebate on quoted rates if any) in/along with the Tender document and the same has been followed in the present case. In case, this provision of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely .
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 further if any officer of AAI asks for bribe/ gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. I/We agree that "If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / Legal action".
6. The required earnest money has been paid and details to be submit along with signed documents.

Yours Faithfully

Date:

(Signature of the tenderer)  
With rubberstamp

UNDERTAKING

(Regarding Debarred / Blacklisted)

(To be submitted by bidders in Envelope I on letter head of Company/Firm)

Name of Work: "HIRING OF VEHICLE SERVICES FOR OPERATIONAL & TOURING OFFICIAL PURPOSE AT  
AAI, BANGALORE FOR THE YEAR 2022-23".

I/ We, \_\_\_\_\_ the director(s)/  
proprietor(s) of M/s \_\_\_\_\_ do  
hereby declare that, neither this firm nor its any subsidiary firm is debarred / blacklisted by AAI /  
Government / Semi-Govt. / PSU for participating in Tenders.

Date:

Place:

Signature and name of the authorized signatory of  
the firm

Undertaking for GST Registration & Complying its Provisions

(To be submitted by bidders in Envelope I on letter head of Company/Firm)

To

Asst.General Manager (Eng. Elect),  
Airports Authority of India,  
KIA Airport,  
Bengaluru-560300.

Name of Work: "HIRING OF VEHICLE SERVICES FOR OPERATIONAL & TOURING OFFICIAL PURPOSE AT  
AAI, BANGALORE FOR THE YEAR 2022-23".

I/We \_\_\_\_\_ (Name of the company/ Firm) hereby undertake  
that

1. I/we are registered under GST and our GSTIN are..... (to be filled by bidder)  
and compliant of GST provision.
2. In case of non-compliance of GST provisions and blockage of any input credit, I/we shall be  
responsible to indemnify AAI.
3. All input credits have been passed on to AAI by me/us.

Place:

Date:

Signature and name of the authorized signatory of the  
firm

CERTIFICATE OF NET WORTH FROM CHARTERED ACCOUNTANT

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year 2021-22, the Net Worth of M/s ..... (Name & Registered Address of individual/firm/company), as on .....(the relevant

date) is Rs. .... After considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on 31.03.2022".

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI

.....

Date and Seal

AFFADAVIT FOR MINIMUM WAGES

I..... (Name), aged ..... years, S/o ..... (Name), Proprietor / Managing Partner / Managing Director of ..... (Name of the Agency) do hereby solemnly affirm and state as follows.

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

Dated this, the ..... Day of ..... Month, years .....

DEPONENT.

**Note :** This affidavit shall be executed on non-judicial stamp paper of Rs.100/- duly counter signed by Notary. The cost of the stamp paper has to be borne by the successful tenderer.

ANNEXURE-VI  
FORMAT FOR AGREEMENT

This agreement made on the\_\_\_\_\_day of\_\_between General Manager (CIC), Bengaluru International Airport, Bengaluru on behalf of Airports Authority of India, a statutory corporation set under the Act of Parliament and having its Corporate Headquarters in New Delhi, hereinafter called Authority which terms shall mean and include its successors in law and other party \_ hereinafter called Service Provider which terms shall include their legal representatives and successors in law any other party. Whereas the service provider has submitted tender for

\_\_\_\_\_ and  
\_\_\_\_\_ the same  
has been accepted by the Authority on the terms and conditions contained in the Agreement No  
\_\_\_\_\_dated\_\_\_\_\_.

NOW THE DEED WITNESS AS UNDER

That the terms and conditions contained in the Work Order shall form part of the  
agreement. Following documents shall also form part of the agreement.

(PQQ/Technical Bid, Financial Bid, Work Order and any other letter document wherein Work Order terms and conditions are available)

User

Service Provider

Airports Authority of India  
KIA Airport, Bangalore - 560300

M/s \_\_\_\_\_

## SCHEDULE OF QUANTITIES

**Name of work:- HIRING OF VEHICLE SERVICES FOR OPERATIONAL & TOURING OFFICIAL PURPOSE AT AAI, BANGALORE FOR THE YEAR 2022-23**

ITE M No.	Description of Items	Qty	Unit	Rate in Rs.	Amount in Rs.
1	<b>SH-I: Providing following vehicles for operational purpose.</b>				
2	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>12Hrs basis of 80Kms per day</b> . The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance, etc., Vehicle Description: Maruti Swift Desire / Tata indigo / Toyota Etios sedan or equivalent vehicle for <b>GM(ATM)</b> Number of vehicles to be provided: <b>01 (One)</b>	365.00	Per day		
3	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>12Hrs basis of 80Kms per day</b> . The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance, etc., Vehicle Description: Maruti Swift Desire / Tata indigo / Toyota Etios sedan or equivalent vehicle for <b>GM(CNS)</b> Number of vehicles to be provided: <b>01 (One)</b>	365.00	Per day		
4	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the <b>basis 24 Hrs. basis of 50Kms per day</b> for 30/31 days a month. The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance, etc., Vehicle Description: Mahindra Bolero / TUV 300/Scorpio/XYLO or equivalent vehicle for usage by officials of <b>ATM</b> . Number of vehicles to be provided: <b>01 (One)</b>	12	Months		
5	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>24 Hrs. basis of 50Kms per day</b> for 30/31 days a month. The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance, etc., Vehicle Description: Mahindra Bolero / TUV 300/Scorpio/XYLO or equivalent vehicle for usage by officials of <b>NAVAIDS</b> . Number of vehicles to be provided: <b>01 (One)</b>	12	Months		
6	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>24 Hrs. basis of 50Kms per day</b> for 30/31 days a month. The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance, etc., Vehicle Description: Mahindra Bolero / TUV 300/Scorpio/XYLO or equivalent vehicle for usage by officials of <b>ASMGCS</b> . Number of vehicles to be provided: <b>01 (One)</b>	12	Months		
7	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>24 Hrs. basis of 80Kms per day</b> for 30/31 days a month. The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance, etc. Vehicle Description: Mahindra Bolero / TUV 300/Scorpio/XYLO or equivalent vehicle for usage by Officials of <b>RADAR</b> Number of vehicles to be provided: <b>01 (ONE)</b>	12	Months		

8	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>12 Hrs basis of 70Kms per day</b> for 30/31 days a month. The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance etc.,. Vehicle Description : Mahindra Bolero / TUV 300/Scorpio/Xylo or equivalent vehicle for <b>NAVAIDS</b> . Number of vehicles to be provided : <b>01 (ONE)</b>	12	Months		
9	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>12 Hrs basis of 70Kms per day</b> for 30/31 days a month. The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance etc.,. Vehicle Description : Mahindra Bolero / TUV 300/Scorpio/Xylo or equivalent vehicle for <b>NSPR</b> . Number of vehicles to be provided : <b>01 (ONE)</b>	12	Months		
10	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>12 Hrs basis of 70Kms per day</b> for 30/31 days a month. The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance etc.,. Vehicle Description : Mahindra Bolero / TUV 300/Scorpio/Xylo or equivalent vehicle for <b>Electrical Engineering Maintenance</b> each vehicle Number of vehicles to be provided : <b>01 (ONE)</b> .	12	Months		
11	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>12 Hrs basis of 50 Kms per day</b> for 30/31 days a month. The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance, etc.,. Vehicle Description : Mahindra Bolero / TUV 300/Scorpio/Xylo or equivalent vehicle for usage for <b>CNS-HAL</b> Number of vehicles to be provided : <b>01 (ONE)</b> .	12	Months		
12	Providing Diesel Driven A/C Car on hire basis with suitable driver on all working days on the basis <b>12 Hrs basis of 80Kms per day</b> that excludes Public holidays, Saturday and Sundays. The rate shall be inclusive of all charges like diesel, driver, maintenance charges, insurance, etc.,. Vehicle Description : Mahindra Bolero / TUV 300/Scorpio/Xylo or equivalent vehicle for <b>General Purpose at AAI, KIA and for AAI, KIA to HAL and vice versa</b> Number of vehicles to be provided : <b>01 (ONE)</b> .	365.00	Per day		
13	<b>SH-II: Providing following vehicles on call basis and when required.</b>				
14	Tata Indigo XL CR-4/Maruti Dzire LD1/Ford Fiesta 1.5D/Toyota Etios Liva JD A.C Cars rate for <b>08 Hours 100 Km</b> driven	1	Day		
15	Toyota Corolla Alties D-4D/ Hundai Elantra 1.6/ Skoda Febia 1.2 TDI CR elegant/ Mitsubishi lancer or equivalent A.C. Cars rate for <b>08 Hours 100 Km</b> driven.	1	Day		
16	Toyota Innova 7 seaters or equivalent A.C.Cars rate for <b>08 Hours 100 Km</b> driven	1	Day		
17	Volvo V 40/Audi A 620 A.C. Cars rate for <b>08 Hours 100 Km</b> driven	1	Day		
18	Extra KM beyond 100Km (Rate per KM) for Item No.17	1	Km		
19	Extra Duty Hours (Rate Per Hour) for Item No. 17	1	Hr		
20	<b>SH-III: Rate for vehicles covering additional kilometres and hours for all SH-I, SH-II items except SH-II, Sl.No.17</b>				
21	Rate for Extra Kms for using beyond the stipultaed monthly mileage KMs	5000	Kms		
22	Rate for Extra Hours for Working beyond stipultaed 8/12 hours	500	Hrs		
TOTAL excluding GST/Cost to be put to Tender, in Rs.					