

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	01-04-2025 20:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	01-04-2025 20:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Civil Aviation
<b>Department Name/विभाग का नाम</b>	Chandigarh International Airport Limited
<b>Organisation Name/संगठन का नाम</b>	Chandigarh International Airport Limited
<b>Office Name/कार्यालय का नाम</b>	Mohali Punjab
<b>क्रेता ईमेल/Buyer Email</b>	buycon2.ca.madurai@gembuyer.in
<b>Item Category/मद केटेगरी</b>	Manpower Outsourcing Services - Minimum wage - Semi-skilled; 12th; Others , Manpower Outsourcing Services - Minimum wage - Skilled; Graduate; Others
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	38 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	7 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	12623207
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	HDFC Bank
EMD Amount/ईएमडी राशि	252464

#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
-------------------	----

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Chief Executive Officer

MOHALI PUNJAB, Chandigarh International Airport Limited, Chandigarh International Airport Limited, Ministry of

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1740050012.pdf](#)

**Scope of work & Job description:**[1741694603.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Semi-skilled; 12th; Others ( 26 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Semi-skilled
Educational Qualification	12th
Type of Function	Others
List of Profiles	Digibuddy
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	Uniform Allowance
Title for Optional Allowances 2	NH Allowance
Designation	DigiBuddy

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
----------------	---	-------------	---------------------------------	--



S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Mayank Gupta	140306,O/O CHIEF EXECUTIVE OFFICER, CHANDIGARH INTERNATIONAL AIRPORT LIMITED, NEW CIVIL AIR TERMINAL BUILDING, VILL. JHEURHERI, Mohali, Punjab	26	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 739</li> <li>• Bonus (INR per day) : 61.56</li> <li>• EDLI (INR per day) : 5.77</li> <li>• EPF Admin Charge (INR per day) : 5.77</li> <li>• Optional Allowances 1 (INR per day) : 7.26</li> <li>• Optional Allowances 2 (INR per day) : 6.07</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 24.02</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Number of working days in a month : 30</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Skilled; Graduate; Others ( 2 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Educational Qualification	Graduate
Type of Function	Others

Specification	Values
List of Profiles	Supervisor
Specialization	Any
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	Uniform Allowance
Title for Optional Allowances 2	NH Allowance
Designation	Supervisor

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
----------------	---	-------------	---------------------------------	--

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Mayank Gupta	140306,O/O CHIEF EXECUTIVE OFFICER, CHANDIGARH INTERNATIONAL AIRPORT LIMITED, NEW CIVIL AIR TERMINAL BUILDING, VILL. JHEURHERI, Mohali, Punjab	2	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 868</li> <li>• Bonus (INR per day) : 72.3</li> <li>• EDLI (INR per day) : 5.77</li> <li>• EPF Admin Charge (INR per day) : 5.77</li> <li>• Optional Allowances 1 (INR per day) : 7.26</li> <li>• Optional Allowances 2 (INR per day) : 7.13</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 28.21</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

## Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

### 2. Generic

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

4. **Buyer Added Bid Specific Scope Of Work(SOW)**

File Attachment [Click here to view the file.](#)

5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

CHANDIGARH INTERNATIONAL AIRPORT LIMITED, 50200045008946, HDFC BANK LIMITED, HDFC0000450 payable at Chandigarh

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of

this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action

in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

Provision of Manpower  
(DigiBuddies) for DigiYatra at  
Shaheed Bhagat Singh  
International Airport,  
Chandigarh



**DRAFT TENDER DOCUMENT**

Estimated cost: -

Rs.1,26,23,207/-

EMD amount: - Rs.2,52,464/-

Chandigarh International Airport Limited

DEPT. OF OPERATION

SBSI AIRPORT, Chandigarh

## **INDEX**

**Name of work: Provision of Manpower (DigiBuddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh**

<b>Sl. No.</b>	<b>Particulars</b>		<b>Page Nos.</b>
1.	Index		2
2.	Notice inviting e-tender		3-7
3.	Annexure-A: Checklist for bid		8-9
4.	Annexure-1: Unconditional Acceptance		10-11
5.	Annexure-2: Undertaking for Blacklisting		12
7.	Annexure-3: Format of BG against EMD		13
8.	Annexure-4: Letter to Bank for EMD		14
	Annexure-5:Pre Contract Integrity Pact		15-22
9.	Annexure-6: Affidavit for Labour Law compliance		23
10.	Annexure-7: GST format		24
11.	Annexure-8: Agreement format		25-27
12.	General Conditions of contract	GCC	28-32
13.	Schedule A		33
14.	Special Conditions of Contract	SCC	34-43
15.	Schedule of Quantities	SOQ	44

Certified that this Draft NIT contains 43 pages only.

HOD (OPS), CHIAL  
SBSIA, Chandigarh

**CHANDIGARH INTERNATIONAL AIRPORT LIMITED**  
**Shaheed Bhagat Singh International Airport, Chandigarh**

**NOTICE INVITING e-TENDER**

Gem Bid ID:

1. Chandigarh International Airport Limited (CHIAL or the "Authority") is a joint venture company incorporated under companies Act, 1956 by Airports Authority of India (AAI) in association with Punjab Government through Greater Mohali Area Development Authority (GMADA) and Haryana Government through Haryana Urban Development Authority (HUDA) to develop operate and maintain Chandigarh International Airport which has come up with a new state of art International Airport at Mohali, Punjab. The New International Airport has been operationalized w.e.f. 19th October, 2015.
2. DigiYatra is a digital initiative introduced by the Ministry of Civil Aviation to digitize the air travel experience and streamline various processes for passenger processing.
3. In order to promote DigiYatra and speedup adoption rate of DigiYatra among the air traveler, it is imperative to encourage & promote Digi yatra among Passengers passing through SBSI Airport, Chandigarh by way of promoting Digi Yatra & its facilities and assisting in use of it.
4. Item rate tenders are invited through GeM portal <https://gem.gov.in>. by Chief Executive Officer, CHIAL, Shaheed Bhagat Singh International Airport, Chandigarh on behalf of Chairman, CHIAL, from registered Firms / Companies / specialized agencies / Contractors having experience, for the work of "Provision of Manpower (Digi Buddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh" at an estimated cost of Rs.1,26,23,207/- with period of completion of One (01) year with offer validity of 120 days. It is further extendable for another one year at the end of the year subject to satisfactory performance on the same terms & Condition.
5. The tendering process is online at GeM-portal URL address <https://www.gem.gov.in> . Aspiring bidders may go through the tender document by login the GeM Portal.
6. **CRITICAL DATES:**

Sl. No.	Activity	Date of Start
1	Bid Submission Start Date	11.03.2025
2	Clarification Start Date	11.03.2025
3	Clarification End Date	15.03.2025
4	Bid Submission End Date	01.04.2025
5	Last Date for Submission of Hard Copy Of EMD	03.04.2025
6	Opening of bid	04.04.2025

**7. Earnest Money Deposit (EMD)**

- a) Earnest Money Deposit (EMD) of Rs.2,52,464.00 will be required to be paid offline in form of Demand Draft/ Banker's cheque/ Insurance Surety Bonds



/ Bank Guarantee (BG)(As per Annexure 3 & 4) from Nationalized or scheduled bank (but not from co- operative or Gramin bank).

- b) Account Details for Demand Draft/ Banker's cheque/ Insurance Surety Bonds/ Bank Guarantee (BG) are as follows: -

Beneficiary Name	:	CHANDIGARH INTERNATIONAL AIRPORT LIMITED
A/C No	:	50200045008946
Bank	:	HDFC BANK LIMITED
IFSC Code	:	HDFC0000450

- c) However, No EMD will be taken from exempt category of sellers as per General Terms and Conditions on GeM.
- d) The original documents against EMD (if applicable) should be Speed Post to the concerned officials as specified in the tender document. The same should reach to below address positively as per critical dates mentioned on Gem Portal:

Asst. General Manager (Operations)  
O/o Chief Executive Officer, CHIAL,  
Shaheed Bhagat Singh International Airport, Chandigarh,  
New Civil Air Terminal Mohali-140306,

The details of original documents physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

- e) Bids of the bidders whose EMD not received within the stipulated date and time as mentioned in Critical Data Sheet as above shall not be considered for further tendering process and their bids will be summarily rejected. CHIAL will not be responsible for Postal delay, if any.
- f) Refund of EMD: EMD of unsuccessful bidders received shall be refunded after completion of all formalities of bid.

## **8. Preparation of Bid:**

- a) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- b) 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
- c) The single packet cover shall be submitted through on-line via GeM - portal by the bidder. Last date and time of submission of bids is as per critical dates mentioned in Point No. 6 above. Bidders should upload scanned copy of relevant documents as mentioned below:
- i. Scanned Copy of the submitted EMD as mentioned above (if applicable)
  - ii. Valid NSIC/MSME registration certificate issued by the Competent Authority, in case of seeking for exemption from EMD by NSIC/MSME registered firms.
  - iii. The Unconditional Acceptance of CHIAL's Tender Conditions as per Annexure-1
  - iv. Undertaking regarding Debarment/Blacklisting as per Annexure-2
  - v. Scanned copy of Power of Attorney for signing the bid (if applicable)
  - vi. Integrity pact as per annexure-5 of GCC.
  - vii. Scanned copy of GST Registration certificate & GST undertaking as per

#### Annexure-7

- viii. Scanned copy of Employees Provident Fund Organization Registration Certificate.
  - ix. Scanned copy of Employees State Insurance Corporation (E.S.I.C). Registration certificate
  - x. Agency should have valid registration on the due date of the bid and specialized in the similar nature of work and registered with Registrar of Companies / Firms / Central Govt. / State Govt. as the case may be and Registration Certificate of the Company.
  - xi. Undertaking for compliance of Labour Laws on Non Judicial Stamp paper of Rs100/- as per Annexure 6
  - xii. PAN Card Details
  - xiii. The Bidder should have experience of similar works (definition of similar works as below) during the last seven years ending on 28.02.2025. The bidder has to submit the relevant work experience certificates to the tune of 03 works each of Rs. 50.49 lakhs (or) 02 works each of Rs. 63.12 lakhs (or) 01 work of Rs. 100.99 lakhs in last 07 years. Attested copy of experience certificates for completed work / ongoing work issued by the organization where work has been performed shall be acceptable.

Similar nature works mean – Similar works mean Providing manpower for Airports/ Airlines/ GHA/ Govt Departments/Public Sector undertakings or Private Sectors (within India) etc for different purposes.

Scanned copy of Award Letter / Work Order / Work Contract Agreement along with its satisfactory completion certificate shall be submitted. The said satisfactory completion certificate should reflect value of work, period of contract, actual completion date etc. with reference of related Award Letter / Work Order / Work Contract Agreement Ref. No. & Date in support of the above. The above Award Letter/Work Order/ Work Contract Agreement should have been satisfactorily completed. Initial period of contract and extension thereof if any, ending last day of the month, previous to the one in which Tenders/Bids are called shall be considered as 'completed work' and reckoned for value of order. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work. Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.
  - xiv. Turn Over Certificate: Should have annualized average financial turnover of Rs. 38 lakhs against works executed during last three years ending 31.03.2024. As a proof, CA attested copy (with UDIN) of Abridged Balance Sheet along with Profit and Loss Account Statement for the last three years, i.e. 2021-22, 2022-23 & 2023-24 of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected
  - xv. All documents issued/attested by Chartered accountant shall have UDIN. Any document issued/attested by Chartered accountant without UDIN shall not be accepted.
  - xvi. Signed Tender Document
- d) The Bidders shall provide all necessary documents in respect of 'Qualifying Requirement' as specified above. Lack of submission of the same in a manner which is in nonconformance with the relevant clause of this Bid documents may result in rejection of the Bid.
  - e) Bidders are advised to upload clear and readable/legible scanned copies of requisite documents in sequence, as per Sl. No. i to xvi above.

- f) Check List given at the end of Bid Document shall be filled and uploaded by Bidder.
- g) **All rates shall be quoted in the format provided in the GeM Portal and no other format is acceptable.**

#### **9. Bids Opening Process**

- a) The Bid opening process will be as below: -

The single packet bid as per GeM terms & conditions shall be opened on scheduled Date & Time on GeM portal. The Bidder(s) shall upload all the requisite documents specified by CHIAL, failing which Bid will be liable for rejection. Evaluation of Bid shall be at the sole discretion of CHIAL and shall be final.

- 10. CHIAL reserves the right to accept or reject any or all applications without assigning any reason. CHIAL also reserves the right to call off the process of tendering at any stage without assigning any reason.
- 11. CHIAL reserves the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/blacklisting by any department of CHIAL/AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments). CHIAL reserves the right to verify the credential submitted by the tenderer at any stage (before or after the award the work). If at any stage, any information/ documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the tenderer then CHIAL shall take the following action:
  - (a) Forfeit the entire amount of EMD submitted by the firm.
  - (b) The agency shall be liable for debarment from the tendering in CHIAL, apart from any other appropriate contractual / legal action.
- 12. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the CHIAL/AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments). Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.
  - a. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
  - b. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.
  - c. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".
- 13. Consortium /Joint Ventures companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
- 14. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directives of Govt. of India prevalent on the date of acceptance.

15. If the entity participation in any of the tenders is a private or public limited company. Partnership firm or proprietary firm and any of the Directors / Partners of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with CHIAL and has outstanding dues payable to Authority, then the said entity shall not be allowed to participate in CHIAL tenders.
16. Purchase Preference to Micro and Small Enterprises (MSEs) Purchase Preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the Bidder wants to avail the Purchase Preference for services, the Bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the Bid in respect of the offered service.
17. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
18. Make in India Public Procurement Policy Make in India Public Procurement Policy 2017 of Government of India and amendment thereof shall be considered for procurement of Goods & Service and applicable for this Bid.  
.

(Bid Manager)  
For Chairman  
Chandigarh International Airport Limited,  
Shaheed Bhagat Singh International Airport, Chandigarh

CHECK LIST FORMAT TO BE SUBMITTED BY APPLICANTS ALONG WITH TENDER APPLICATION  
**Name of work: Provision of Manpower (DigiBuddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh**

S N	NIT Parameter	Particulars of firm/contractor
1	Name and address & Contact No of the firm/contractor.	
2	PAN no of the firm.	.....(Documents enclosed herewith at appendix -----)
3	Scanned Copy of the EMD, along with Annexure 3 & 4 if applicable	.....(Documents enclosed herewith at appendix -----)
4	Unconditional Acceptance of CHIAL's Tender Conditions as per Annexure-1 of GCC	.....(Documents enclosed herewith at appendix -----)
5	Undertaking regarding Debarment/Blacklisting as per Annexure-2 of GCC	.....(Documents enclosed herewith at appendix -----)
6	Power of Attorney, if applicable	.....(Documents enclosed herewith at appendix -----)
7	Integrity pact as per annexure-5 of GCC	.....(Documents enclosed herewith at appendix -----)
8	GST Registration Certificate along GST Undertaking (Annexure 7)	.....(Documents enclosed herewith at appendix -----)
9	EPF Registration Certificate	.....(Documents enclosed herewith at appendix -----)
10	ESI Registration Certificate	.....(Documents enclosed herewith at appendix -----)
11	Affidavit for Labour Law Compliance on Rs100 non Judicial Stamp Paper (As per Annxure-6)	.....(Documents enclosed herewith at appendix -----)
12	Contractor's registration	.....(Documents enclosed herewith at appendix -----)
13	<p>The Bidder should have experience of similar works (<i>definition of similar works as below</i>) during the last seven years ending on 28.02.2025. The bidder has to submit the relevant <b>work experience certificates</b> to the tune of 03 works each of Rs. 50.49 lakhs (or) 02 works each of Rs. 63.12 lakhs (or) 01 work of Rs. 100.99 lakhs in last 07 years</p> <p><b>Similar nature works mean</b> – Similar works mean Providing manpower for Airports/ Airlines/ GHA/ Govt Departments/Public Sector undertakings or Private Sectors (within India) etc for different purposes</p> <p><b>Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work</b></p>	.....(Documents enclosed herewith at appendix -----)
14	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.	.....(Documents enclosed herewith at appendix -----)

15	TDS certificates certified non-Government/Non PSU organization should be submitted for the work executed for non-Government/Non PSU organization commensurate with the amount of work completed (each work should have separate TDS index sheet on top of TDS certificates).	.....(Documents enclosed herewith at appendix -----)
16	Should have annualized average financial turnover of Rs 38 lakhs against works executed during last three years ending 31st March of the previous financial year.	.....(Documents enclosed herewith at appendix -----)
17	Abridged Balance Sheet of the firm shall be submitted along with the application. Firm showing continuous losses for the last three years in the balance sheet shall be rejected.	.....(Documents enclosed herewith at appendix -----)
18	Signed Tender Document	.....(Documents enclosed herewith at appendix -----)
19	Any Other Information	.....(Documents enclosed herewith at appendix -----)

Place:

Date:

Signature  
Authorized Signatory of the  
contractor/ Firm

#### DECLARATION

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

Place:

Date:

Signature  
Authorized Signatory of the  
contractor/ Firm

**TENDER ACCEPTANCE LETTER**

(To be given on Contractor's Letter Head)

Date:

To,  
Chief executive Officer,  
Chandigarh International Airport Limited,  
Shaheed Bhagat Singh International Airport, Chandigarh  
New Civil Air Terminal  
Mohali-140306

**Sub: Acceptance of Terms & Conditions of Tender.**

(GEM ID No: \_\_\_\_\_)

**Name of Work: - Provision of Manpower (DigiBuddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh**

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from GeM Portal web site(s) namely: <https://gem.gov.in/> as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/ us which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of CHIAL's tender documents in its totality / entirety for above mentioned work.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of CHIAL for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of CHIAL asks for bribe/gratification, I will immediately report it to the Appropriate Authority in CHIAL'.
5. I/ We hereby submitted that I/ We paid/ submitted the required earnest money as per NIT conditions.
6. We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
7. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the transactions contemplated under the Bidding Documents, without incurring any liability to the Bidders.
8. We shall make available to the Authority, any additional information it may find necessary or require to supplement or authenticate the Bid.
9. We hereby irrevocably waive any right or remedy which we may have at

any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself and the terms and implementation thereof.

10. I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in CHIAL without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Date

Place

(Signature, name and designation of the Authorized signatory)



**UNDERTAKING REGARDING DEBARMENT/BLACKLISTING  
(to be given on Company's Letter Head )**

**To,**

Chief executive Officer,  
Chandigarh International Airport Limited,  
Shaheed Bhagat Singh International Airport, Chandigarh  
New Civil Air Terminal  
Mohali-140306

**Sub: UNDERTAKING REGARDING DEBARMENT/BLACKLISTING**

**(GEM ID No: \_\_\_\_\_)**

**Name of Work: - Provision of Manpower (DigiBuddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh**

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

- (i) Our firm is not restrained/ debarred/ blacklisted by CHIAL/AAI / MoCA / DoE(Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
- (ii) None of Proprietor /Partners /Board Members /Directors of M/s.....  
(Name of firm) has remained Proprietor /Partner /Board Member /Director in any firm which stands debarred/ blacklisted by CHIAL/AAI/ MoCA / DoE(Debarment applicable for all Ministries/Departments) and the debarment is not in force as on last date of submission of proposal.
- (iii) Our firm understands that if our firm either debarred before the date of opening of tender or debarred before the date of contract by CHIAL/AAI / MoCA / DoE(Debarment applicable for all Ministries/Departments), our bid is liable to be rejected at that stage.
- (iv) Our firm understands that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in CHIAL, apart from any other appropriate contractual legal action including debarment/ blacklisting, termination of the contract etc. as deemed fit.

Date: [Signature and name of the authorized signatory of the firm]

Place:

**FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT**

WHEREAS, contractor..... (Name of contractor) (hereinafter called “the contractor”) has submitted his tender dated..... (date) for “Provision of Manpower (Digi Buddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh” (hereinafter called “the TENDER”).

KNOW ALL PEOPLE by these presents that we (name of bank) having our registered office at --- ----- (hereinafter called “the bank”) are bound unto ----- (Name of Senior Manager) (hereinafter called “the Officer-in-charge”) in the sum of Rs. ----- (Rs. In words) for which payment well truly to be made to the said Officer-in-charge the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this day of 20 .

THE CONDITIONS of this obligation are:

(1) If after tender opening, the Contractor withdraws his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.

(2) If the contractor having been notified of the acceptance of his tender by the Officer-Incharge.

a) Fails or refuses to execute the form of Agreement in accordance with the instructions to contractor, if required OR

b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and instructions to contractor, OR

c) Fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor, OR

d) Fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee against security deposit after award of contract.

We undertake to pay to the Officer-in-charge either up to the above amount or part thereof upon receipt of his first return demand, without the officer -in-charge having to substantiates his demand, provided that in his demand the Officer-in-charge will note that the amount claimed by him is due to him owing to the concurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date\*----- after the deadline

for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the officer-in-charge, notice of which extension (s) to the bank is hear by waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE NAME AND ADDRESS)

\* Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

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

(To be submitted along with Security Deposit / Earnest Money / Performance  
Guarantee to Chandigarh International Airport Limited)

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

The Branch Manager,  
.....Bank,

.....

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

Sir,

The subject Bank Guarantee is obtained from your bank for the purpose of Security  
Deposit / Earnest Money / Performance Guarantee on account of contract awarded  
/ to be awarded by M/s Chandigarh International Airport Limited to me / us.

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

Signature of the Depositor

Place:

Date:

**PRE CONTRACT INTEGRITY PACT**

This Pact made this .....day of ..... between Chandigarh International Airport Limited, a body corporate incorporated under the Company's Act having its regd. Office at Room No. 1, Project Office, New Civil Air Terminal, Shaheed Bhagat Singh International Airport, Chandigarh, Mohali-140306 hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, CEO, CHIAL or his authorized representatives, officers, or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

.....represented by ..... of the other part, hereinafter called the "Bidder/Contractor" (which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for **"Provision of Manpower (DigiBuddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh"**. The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization "Transparency International" ( T I ) headquartered in Berlin ( Germany ). The Authority will appoint an Independent External Monitor ( IEM ) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for "-----  
-----". In response to the NIT (Notice Inviting Tender) dated ..... Contractor is signing the contract for execution of "-----  
-----".

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

Asin



The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the Authority;**

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

**3. Commitments of Bidders/Contractor.**

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict

Aoi-



- competitiveness or to introduce cartelization in the bidding process.
- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt Practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
  - ii) If he comes to know of any unethical or illegal payment/benefit.
  - iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative

Adm-



of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

#### **4. Previous Transgression**

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub-contractor(s) and associate(s) whose value of the work contribution exceeds Rs 2.0 Crores.(Rupees Two Crore only.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 1.5 Crs. (Rupees One Crore Fifty Lacs .) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).

#### **5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.**

While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold

*Adin*

to the Bidders.

**6. Sanctions for Violations/ Disqualification from tender process and exclusion from future Contracts.**

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
- (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.

Asin



(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.

(xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.

6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.

6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted alongwith Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.

6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.

**7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:**

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

**8. Independent External Monitor(s),**

8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

Amir



- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.
- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The word 'Monitor' would include singular and plural.

**9. Facilitation of Investigation.**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

**10. Law and Place of Jurisdiction.**

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter /the Regional Headquarter / office of the Authority, as applicable.

**11. Other Legal Actions**

11.1 That the changes and supplements as well as termination notices need to

*Adm*

be made in writing.

- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

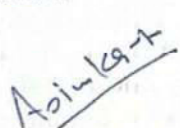
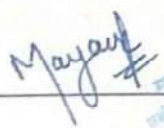

## 12. Pact duration (Validity)

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

## 13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Signature of CHIAL	Signature of BIDDER
	
Name of the Officer Designation असीम कान्त / Asim Kant सहायक महाप्रबंधक (प्रचालन) / Asst. General Manager (Ops.) Deptt./Ministry शहीद भगत सिंह अंतर्राष्ट्रीय हवाई अड्डा, चण्डीगढ़ Shaheed Bhagat Singh International Airport, Chandigarh	
Witness	Witness
1.  मयंक गुप्ता / Mayank Gupta प्रबंधक (प्रचालन) / Manager (Operations) शहीद भगत सिंह अंतर्राष्ट्रीय हवाई अड्डा, चण्डीगढ़ Chandigarh International Airport Limited	1. _____
2.  मिलिंद आनंद / Milind Anand कनिष्ठ कार्यपालक (प्रचालन) / Jn Executive (Ops.) शहीद भगत सिंह अंतर्राष्ट्रीय हवाई अड्डा, चण्डीगढ़ Shaheed Bhagat Singh International Airport, Chandigarh	2. _____



**Affadavit for Compliance of labour laws & regulations  
(To be given on Stamp paper of Rs.100)**

TO WHOM IT MAY CONCERN  
(GeM Bid No:\_\_\_\_\_)

We, ..... having our Registered Office at  
....., hereinafter referred to as 'Contractor' which expression shall  
include its successors in interest and permitted assigns, do hereby solemnly affirm and  
declare as under:-

1. That we are the Contractor for executing the work .....  
..... at SBSI Airport, Chandigarh.
2. That we abide by all the rules and regulations of the State / Central Government  
under the Minimum Wages Act 1948, Contract Labour (Regulations and  
Abolition) Act, 1970, Payment of Wages Act 1936, Payment of Bonus Act 1965  
and such other Acts / Regulations as may be in force from time to time.
3. That we will pay wages to the deployed personnel as per the rule framed by  
Ministry of Labour and Employment, viz. one extra payment for each of 3  
National Holidays, EPF, ESIC & Annual Bonus, as applicable in addition to the  
monthly wages. The payment of wages to the personnel shall be paid by  
contractor through bank account.
4. That we are also aware that deduction of provident fund amount at the  
prescribed rate and its timely deposit to the P.F. account is a legal obligation  
under the EPF & MP Act-1952 & Contract Labour (Regulation and Abolition) Act,  
1970.
5. That we abide by all the rules and regulations and code of conduct for my / our  
employees that may be laid by the Chandigarh international Airport Limited from  
time to time.
6. That we are fully observing the aforesaid legal obligations and undertake to  
strictly adhere to the same during the currency of the contract.
7. That we understand that in case of any failure in complying with the undertaking  
mentioned in the preceding paragraph, we are liable to pay the penalty that the  
Government may impose or any other action that may be taken having regard  
to the circumstances of the case.
8. That we are and will be responsible for settling any claim / compensation against  
all damages and accidents caused due to negligence on the part of his employees  
and keep CHIAL indemnified from any compensation / liability.
9. That the contents of the foregoing paragraphs of this Affidavit are true to our  
knowledge and belief.

Executed at ..... (Name of place) on this ... .....  
(date/month/year).

(Signature of authorized signatory with company stamp)

Witness:-

(Signature with Name & Address)

- 1.
- 2.

**GST UNDERTAKING**  
(GeM Bid No:\_\_\_\_\_)

TO WHOM IT MAY CONCERN

I/We hereby declare that my/our firm .....,  
having Office address ..... has been  
registered under Goods & Services Tax (GST) & compliant of GST provisions.  
In case of non-compliance of GST provisions and blockage of any input credit, the  
bidder shall be responsible to indemnify CHIAL.  
That all input credits have been passed on to CHIAL by the bidder

(Signature of Bidder/authorized signatory with company stamp)

Date:

**AGREEMENT FORM**

(To be printed on - stamp paper of 100 rs)

This agreement made on this\_\_\_\_\_ (date in figures & words) between Chandigarh International Airport Limited, a body corporate incorporated under the Company's Act having its regd. Office at Room No. 1, Project Office, New Civil Air Terminal, Shaheed Bhagat Singh International Airport, Chandigarh, Mohali-140306 through its Chief Executive Officer (here in after referred to as "CHIAL" which expression shall include its executors and assign of the One part and M/s.\_\_\_\_\_ (hereinafter referred to as the "Contractor", which expression shall include its administrators, successors, executors and permitted assigns) of the Other part.

Whereas CHIAL is desirous of getting the work of "**Provision of Manpower (DigiBuddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh**" (hereinafter called work) done by means of a contract, had invited tenders for this work as per tender documents sold for this purpose.

And whereas the contractor had participated in the above referred bidding vide his tender application dated \_\_\_\_\_ and other subsequent referred letters. CHIAL accepting his tender offer awarded the work to the contractor on the terms and conditions contained in its acceptance letter No. CHIAL\_\_\_\_\_

Dated \_\_\_\_\_ and documents, terms and conditions referred to therein which have been accepted by M/s. \_\_\_\_\_ resulting into a "contract".

**NOW THEREFORE THIS DEED WITNESSTH AS UNDER:****1.0 Award of Contract :**

CHIAL has awarded the contract to the contractor, for the work of **Provision of Manpower (DigiBuddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh** on the terms and conditions contained in its acceptance letter No. CHIAL\_\_\_\_\_ Dated \_\_\_\_\_ and documents referred to therein. The award has taken effect from the date of letter of Award. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

**2.0 Contract Documents:**

The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as contract documents)

<b>S.No.</b>	<b>Name of the Documents</b>	<b>Page No.</b>
01.	Award letter of CHIAL Dated:	-
02.	Contractor's Tender Application No. Dated:	-
03.	Envelope cover-I	-
04.	Tender Documents	-
05.	Notice Inviting Tender	-

- 06. Tender forms -
  - 07. General Conditions of Contract -
  - 08. Special Conditions of Contract -
  - 09. Schedule of quantities -
  - 10. Envelope cover-II -
- All correspondences between CHIAL & Contractor before award of work. -

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform to the tender document and what has been specifically agreed to by CHIAL on its letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by CHIAL in its letter of Award or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the “agreement”.

The scope of contract, consideration, terms of payment, wherever applicable, insurance, liquidated damages, period of completion and all other terms and conditions are contained in aforesaid tender documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with the terms of agreement. This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the tender agreement. Any modification of the agreement shall be effected only by written instrument signed by both the parties.

Any notice given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered at the address mentioned hereby in above

This Contract Agreement is allotted the -----

IN WITNESS WHERE OF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first mentioned at --.





## **GENERAL CONDITIONS OF CONTRACT**

1. On acceptance of tender earnest money will be treated as part of security deposit. CHIAL will return the earnest money, where applicable, to every unsuccessful tenderer after completion of tendering process.
2. Canvassing in connection with the tender is strictly prohibited and the tenders submitted by the tenderer who resort to canvassing will be liable to rejection. The tenderer shall intimate if his near relative is posted as executive in any capacity in CHIAL.
3. The tender for work shall remain open for acceptance for a period of ninety days from the date of opening of Bid. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of tender, which are not acceptable to department, CHIAL shall, without prejudice to other right or remedy, be at liberty to forfeit the full said earnest money absolutely or as per guidelines of Gem Portal.
4. The notice inviting tender shall form part of the contract document. The successful contractor on acceptance of his tender by accepting Authority shall within 15 days from the stipulated date of start of the work sign the contract agreement consisting of Notice Inviting tenders, General conditions of the contract as issued at the time of invitation of tender , schedule of quantities and acceptance thereof together with any correspondence thereto.
5. The contract agreement shall be executed on a non-judicial stamp paper of appropriate value and the cost of the same shall be borne by the Contractor.
6. Successful bidder shall also protect and fully indemnify the CHIAL from any claims from successful bidder's workmen/employees, their heirs, dependents, representatives etc or from any person(s) or bodies/ companies etc. for any act of commission or omission while executing the order.
7. Successful bidder shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the CHIAL from any claims/penalties arising out of any infringements.
8. The authority shall have the right to terminate the contract after serving a notice for a period of 30 days in advance. The contractor can also terminate the contract by serving a similar notice in writing. Such notices shall be served by Registered/speed post or by hand at the respective address. Notwithstanding the above, the contractor shall continue to provide the services as per mutual agreement till alternative arrangement is made by CHIAL.
9. A tenderer shall submit the tender, which satisfies each and every condition laid down in this notice, failing which, the tender will be liable to be rejected. Also if the credentials submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the CHIAL shall take the following action:
  - a. Forfeit the entire amount of EMD submitted by the firm/company.
  - b. Debar the firm for minimum two years to tender for CHIAL.
10. The period of contract shall be for Twelve months with provision of extending the contract for another period of Twelve months at the same terms & conditions, if required by CHIAL.
11. The work shall commence from the 7th day after the date on which the in-charge issues written order to commence work or from the date of handing over of site, whichever is

later. If the contractor commits default in commencing the work as aforesaid, CHIAL shall without prejudice to any other right or remedy is at liberty to forfeit the earnest money absolutely.

12. Tenderer shall be allowed monthly Payments only for which bills shall be submitted by the tenderer and same shall be processed for payment action.
13. The contractor shall submit the bill with relevant documents by 7th of next month. If the contractor fails to submit the bill by next month then the authority shall have the right to terminate the contract after serving a notice for a period of 30 days in advance.
14. The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Act, 1971, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act, 1928 AND 1948, the Payment of Wages Act, 1936, the workmen's Compensation Act, 1923, Bonus Act and other relevant Act, Rules and Regulations, instructions etc. issued / enforced by central and state Govt from time to time.
15. As the site of the work is in restricted area, the contractor is required to obtain Entry permits for his staff. Police verification certificate and other formalities in this regard shall be done by the contractor at his own cost. The contractor is required to obtain police verification certificate at the earliest for each employee deployed in the site not later than 30 days from the commencement of the issue of work order. During the execution of job, if any injury or damage occurs to any of contractor's worker or user/ passenger at Airport, CHIAL shall not be responsible and liable to pay any compensation. Contractor will be responsible in this regard.
16. The contractor shall deploy adequate manpower for carrying out the work. The contractor shall also deploy appropriate tools, tackles and equipment at all times during the duration of contract.
17. The contractor shall pay the bonus as per bonus act to all employees at the time of Deepawali or may be as per agreed date.
18. Payment to the successful bidder shall be released on submission of statutory requirement challan (Ex ESI, EPF etc), wages slip, all deduction details, Account detail of Salary transfer to employees deployed at site for the services rendered in the particular month along with invoice.
19. Payment through bank A/C is mandatory hence the monthly wages to all employees deployed at site should disburse through bank and to the respective employees A/C. The contractor is required to submit bank A/C, EPF, ESI individual code no to the competent authority or CHIAL representative within one month from the date of issue work.
20. The statutory requirement like EPF, ESI is mandatory. The contractor has to provide ESI card to all employees deployed by him at site irrespective of any number within one month of taken over contract.
21. The authority shall have the right to terminate the contract after serving a notice for a period of 30 days in advance if the contractor fails to comply the clause no 18 and 19 of GCC.
22. The quoted rate should include GST, Labour components of PF, ESI, Bonus as per the prevalent Govt Guidelines. Any additional statutory taxes by state govt will be reimbursed

on production of documentary evidence of payment to statutory, regulatory authority duly certified by the in charge.

- 23.No escalation on item is applicable, however agency will be entitled to get reimbursement of hike in minimum wages.
- 24.SET OFF: Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the Buyer to set off the same against any claim of the Buyer for payment of a sum of money arising out of this contract made by the Contractor with Buyer.
- 25.NOVATION CLAUSE: "Notwithstanding anything contained in this agreement, Parties agree that during the Concession Term, in the event the Authority opts to transfer its rights such as operation, maintenance, development etc. of the Airport to a third party under PPP model or in any manner as may be decided by CHIAL/ Government of India, then the Authority shall have the right to assign/ novate/ alter this Agreement, in favour of such third party, to which concessionaire hereby gives their consent unconditionally and Authority will not be bound to obtain any further consent of concessionaire. Such assignment/ novation/ alteration would release Authority of all liabilities and obligations arising under this agreement from and after the date of assignment/ novation/ alteration and the rights and obligations of Authority under this Agreement and other arrangements entered into in accordance with the provisions of this Agreement shall be vested in such third party. The parties, along with relevant third party shall execute necessary documentation or put in place necessary agreements for the aforesaid assignment/ novation/ alteration as and when need arise."
- 26.Any notice required to be served on the Contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.
- 27.The period of notice given under this agreement will count from the date of receipt of notice by either side.
- 28.Subject as herein before otherwise provided all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Chief Executive Officer or any other officer for the time being authorized by or entrusted with functions, duties and powers of the Chief Executive Officer in respect of Airport under his charge.
- 29.The Contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall he, witness such written consent as aforesaid or transfer this contract or any part thereof.

### **30. Dispute Resolution**

#### **a. Dispute Resolution Mechanism and Arbitration**

Except where otherwise provided in the contract, all questions and disputes claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract shall be dealt with as mentioned hereinafter.

#### **b. Through Dispute Resolution Committee:**

Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the CEO/ Chairman, Chandigarh International Airport Limited.

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 works or after their completion and whether before or after repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the Officer-in-charge, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee (DRC) appointed by CEO/ Chairman, CHIAL.

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

DRC will give its report within 45 days of its constitution. It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. CHIAL and Contractor.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence. It is also a term of contract that If the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the CHIAL that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the CHIAL shall be discharged and released of all liabilities under the contract in respect of these claims.

- c. **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 Member (Operations) / Chairman, CHIAL. 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 waved and absolutely barred and the CHIAL 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 dispute 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) and Arbitration and Conciliation (amendment) Ordinance 2015 (9 of 2015) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

### **31. Implementation of Integrity Pact**

- a. Signing of Pre Contract Integrity Pact as per Annexure 5 is mandatory for every bidder participating in this tender and the contract who is awarded the work. The Pact signed on each page by the person authorized by the bidder / sub – contractor / associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder. The scanned copy of the same shall be uploaded by the bidder (along with unconditional acceptance as per Annexure-1 of tender document) in BID docs shall be enclosed with the agreement by the contractor.
- b. All sub – contractors / associates whose contribution in the project is Rs. 0.50 Crores (Rupees Fifty Lacs) or above shall sign Integrity Pact with the Authority after the work is awarded to the successful bidder. All bidders shall inform their sub – Contractors / associates accordingly.
- c. The Independent External Monitor (IEM) for this work shall be as under. All correspondences regarding implementation of Integrity Pact Shall be addressed to:

<b>Sh. Ranjan Kumar Ghose, IAAS (Retd.)</b>	<b>Sh. Ravindra Singh Rawal, IRS (Retd.)</b>
E-mail – ranjankghose@gmail.com	E-mail – rsrawal12@gmail.com

**SCHEDULE –A**

SL. NO	DESCRIPTION	APPLICABLE TO THIS CONTRACT
01	Name of work	Provision of Manpower (DigiBuddies) for DigiYatra at Shaheed Bhagat Singh International Airport, Chandigarh
02	Estimated Cost (per annum in Rs And in word)	Rs 1,26,23,207.00 (Rupees One crore Twenty Six Lac twenty Three Thousand Two Hundred Seven only)
03	Accepting Authority	CEO, CHIAL, SBSI Airport, Chandigarh
04	Last date of receipt of application	As per Critical Date Sheet
05	Period of sale of tender documents	As per Critical Date Sheet
06	Last date & time of receipt of tender	As per Critical Date Sheet
08	Date & time of opening of tender	As per Critical Date Sheet
09	Earnest money	Rs. 2,52,464.00
10	Competent authority to decide if any other cause of delay is beyond supplier's control	Accepting authority
11	Competent authority to grant extension of time	Accepting authority
12	Defects liability period	Three Months



## SPECIAL CONDITIONS OF CONTRACT

### 1. GENERAL

- a. Special conditions shall be read in conjunctions with General Conditions of Contract and other document framing part of this contract wherever the context so requires.
- b. Notwithstanding sub division of these documents into separate sections every part of each shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
- c. Where any portions of General Conditions of Contract is repugnant to or at any variance with any provisions of Special Conditions of Contract unless a different intention appears, the provision of Special Conditions of Contract shall be deemed to override the provisions of General Conditions of Contract and shall to the extent of such repugnancy, or variations prevail.
- d. Contractor's obligations: The manpower service provider.

### 2. Job Description/Specification, Qualification of Manpower

#### i. Digi buddies (Semiskilled)

- Qualification:
  - Minimum Qualification: 10+2 or equivalent
  - Must be able to speak applicable a regional language, Hindi and English fluently.
  - Must be able to communicate politely, confidently, and must carry good interpersonal skills.
  - Should have basic knowledge about Digi Yatra apps & its functionality & limitations
  - Should have basic knowledge about functioning of different mobile environment like android/ IOS for installation of new app on the mobile.
  - Person should not be more 45 Years old.
- Job Description
  - Generate awareness among passengers about DigiYatra
  - Encourage the passengers to use DigiYatra
  - Assist passengers to register on Digi Yatra App.
  - Collaborate and actively participate with marketing and campaign management teams of CHIAL to promote DigiYatra Program
  - Helping out the passengers by way providing different passenger information pertaining to Digi Yatra App
  - Pursue the passengers for installing Digi Yatra app on passengers
  - Reporting of any fault /feedback pertaining to DigiYatra app or system setup provided for Digi Yatra facility at SBSI airport, Chandigarh.
  - Information services- Helping out the passengers by way providing different passenger information to the passengers sought regarding services available at airport like Medical services, Connecting transport services, location of different facilities in and around airport.
  - Co- ordinate with other agencies for any service sought by passengers.
  - Sorting out small complaint of the passenger by the way of calm conversation and fulfilling their requirement by arranging required services

- Regular communication with Duty Airport Manager & CHIAL Operations Executive about passenger Feedback & frequent requirement sought by passengers
- Any work assigned by CEO, CHIAL or its authorized representative.

## ii. Supervisor (Highly Skilled)

- Qualification:
  - Candidate should be minimum Graduate having supervisory/ sales/marketing experience of minimum one year
  - Person should be able to communicate in English, Hindi & one Local Language
  - Person should have basic knowledge about Digi Yatra apps & its functionality & limitations
  - Person should have basic knowledge about functioning of different mobile environment like android/ IOS for installation of new app on the mobile.
  - Person should not be more than 45 Years old.
- Job Description
  - Planning, execution and Control of Digi buddies' deployment.
  - Increase in usage of Digi Yatra App among passenger using SBSI Airport, Chandigarh.
  - Co-ordinate and facilitate any visit and inspection related to DigiYatra
  - Collaborate and actively participate with marketing and campaign management teams of CHIAL to promote DigiYatra Program
  - Monitoring and reporting the serviceability of all equipment deployed for the work and Maintenance of various records related to DigiYatra
  - Maintaining records related to all Digi Buddies deployed including attendance, preparing duty Roster, daily deployment.
  - Co-ordination with Office of Head of Operation Department at SBSI Airport for time to requirement and instruction.
  - Act as Digi buddies in case of shortage of Digi buddies or in peak load time.
  - Reporting of any fault /feedback pertains to DigiYatra app or system setup provided Digi Yatra facility at SBSI airport, Chandigarh.
  - Any work assigned by CEO, CHIAL or its authorized representative.

3. For all intents and purposes, the service providing Company shall be the "Employer" within the meaning of different Labour Legislations in respect of personnel so employed and deployed as per **Manpower Deployment Schedule**. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction to supervisor for undertaking the contractual obligation. The persons deployed by the Company in CHIAL shall not have claims of any Employer and Employee relationship nor have any principal and agent relationship with or against Chandigarh International Airport Limited.
4. The manpower service provider/contractor will be responsible for the antecedents of the personnel deputed for the work. It is the responsibilities of contractor to obtain 'Police verification' before deploying them in CHIAL. The contractor shall obtain all necessary regulations, licensees, approvals and



sections under the labour laws and others statutory requirements as applicable from time to time.

5. The contractor will accept full and exclusive liability for the all the payment to be made by it to its staffs in accordance with the law of the land including any statutory obligations under the law imposed by the central government/state government/governments of local bodies. Any new statutory liability/levy imposed after submission of tenders, will be borne/compensated by CHIAL.
6. CHIAL will have no liability whatsoever concerning the personnel deployed by the contractor and the contractor will keep CHIAL in indemnified against all losses, damages or liabilities arising out of or imposed in connection with the service provide by it.
7. Penalty if any imposed by any court for legal violation including third party liabilities, if any shall be recovered from the bills submitted for payment by the contractors.

#### 8. Uniform

The Contractor shall provide uniform to his Digi buddies & their supervisors. No extra payment shall be made in this regard. The uniform shall consist of T-Shirt, Pant, Shoes and Socks. Contractor shall issue 2 Sets of T-Shirt & Pant, 2 sets of Socks with 1 pair of Shoes, for each person per year during the currency of contract. Any additional requirement of any or all those mentioned in uniform shall be borne by the Contractor under any circumstances. All Digi buddies & supervisors will attend duty only in uniform, which has to be maintained neat & clean. The design and colour may be finalised in coordination with CEO, CHIAL or his authorised representative. The uniform must have agency's logo and DigiBuddy written on the back of T-shirt.

9. The manpower service provider/contractor shall comply with all acts, laws or other statutory rules, regulation, bye laws applicable or which might become applicable too. With regards to the performance of the work included herein. The contractor shall comply with minimum wages act 1948, contract labour (regulation and abolition act), industrial dispute act 1948, workers compensation act 1954, PF and misc. Provisions act and other applicable acts and rule and regulation etc. The contractor will keep CHIAL in indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the preach of provision of any act, rule and regulations as applicable from time to time.

#### 10. Wages

- a. Minimum Wages shall be paid as per the Minimum Wages Act, 1948 by the Contractor as stipulated by the Central Govt. (i.e. Ministry of Labour & Employment, Government of India) OR State Govt. (whichever is higher), during the relevant period of contract.
- b. Currently, the manpower shall be categorised under "CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS...." as notified by the Ministry of Labour & Employment, Govt. of India, (SBSI Airport is classified as "B" Area).
- c. As per the order No. F No. 1/27(3)/2024-LS-II, dated 25.09.2024 issued by the Ministry of Labour & Employment, Government of India, the minimum rates of wages showing the basic rates and Variable Dearness Allowances payable w.e.f 01.10.2024 will be as under: -

Sl. No.	Category of Worker	Rates of wages including VDA per day
---------	--------------------	--------------------------------------

		B' Area
1.	Semi-Skilled	₹ 739
2.	Skilled	₹ 868

- d. The Contractor has to pay prevailing minimum wages, as stipulated by the Govt. of India, from time to time.
11. The Contractor has to deposit EPF as mentioned in above Para's to their employees regularly, failing which recovery / withheld @ 26 % against PF respectively from their R/A Bills shall be made.
12. The manpower which are not covered under ESIC, the agency is required to provide minimum ₹ 2,00,000.00 (Two Lakh Rupees only) medi-claim policy to each person (including 4 family members) engaged at the site. Premium Amount for the policy will be borne by bidder and will not be reimbursable.
13. The contractor can claim the increase in minimum wages and resultant increase in PF, ESI & bonus contributions of the employers and any other increase in relation to wages/taxes announced by the central government/ Punjab Govt. which shall be compensated by Principle Employer only for the actual amount increased so as to enable the Contractor to meet the statutory obligations time to time on the production of documentary evidence.
14. Minimum Labour Required to be deployed at various location of DigiYatra Touch Points

**Manpower Deployment Schedule**

Sl. No.	Place	Manpower Requirement	Grade	Qty	Remarks
1	SBSI Airport, Chandigarh	Digi Buddies	Semi-Skilled	26	On all days
2		Supervisor	Skilled	2	Six days a week

One shift means 8 Hrs duty. The shift timing will be decided by CEO, CHIAL or his authorized representative.

15. Recovery will be made for non-deployment of manpower and other services are as follows:

Sl. No.	Designation	Recovery Rate per shift per person
1.	Digi Buddies & Supervisors	1.5X Times of Prevailing Minimum Wages for first two instant in month of Minimum Wages 2X Times of Minimum Wages for third instance Onward.

Note: The above recovery is inclusive of the cost incurred for deployment by contractor

16. For any infringement of these provisions CHIAL shall be at the liberty to resign contract without any liability to any compensation whatsoever to contractor.
17. If CEO, CHIAL or its authorized representative is not satisfied with the manner or performance of the service provided by the contractor then the contractor will have to take such remedial measures as it may be called upon to do to the entire satisfaction of CEO, CHIAL.
18. The manpower service provider/contractor shall be exclusively be liable and responsible for their wages, PF, bonus, ESI and all other payments as may be applicable and full compliance in their respect with all statutory laws, rules and regulation as applicable to them.

19. The manpower service provider/contractor shall open a bank account of all the employees and shall make regular and full payments of their wages/ salaries and other payments to the employees. The payments of the employees shall be deposited in their bank accounts through RTGS/NEFT. The contractor shall furnish necessary proofs such as bank deposit slips by 07<sup>th</sup> day of the respective months.
20. The manpower service provider/contractor shall maintain all registers, returns, forms etc required under various acts which shall be inspected by CEO, CHIAL or by his authorized representative time to time. The engagement of outsource person shall be purely on temporary basis.
21. Contractor is liable to pay all taxes, duties, royalty's statutory minimum payments/contributions to be paid to and / or on behalf of the manpower supplied by the tenderer / overheads etc.
22. The duty hours of the staff deployed will be 8 hours per day. However, the duty of the deployed staff will commence from such time as may be directed by the CEO, CHIAL. The persons may be called on and after beyond working /office hours as required by CEO, CHIAL. The manpower service provider /contractor shall indemnify and hold harmless CHIAL, its officer and staff against any claims demands, losses damages, penalties, any claim under the payment of wages act, 1936, and/or the minimum wages act, 1948 or any statutory obligation arising out of any other act or acts or on behalf of any person employed by him.
23. The contractor shall maintain adequate manpower as per requirement. The contractor shall provide the required additional personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
24. Contractor shall, on day to day basis, find out whether the deployment is full and in case of absentees he shall make replacement immediately. The payment in respect of the overlapping period of replacement / substitute shall be the responsibility of the service provider / contractor.
25. Contractor shall employ only such persons as shall have good character and be well behaved and skilful in their business and shall ensure that any of them is not ailing from any communicable disease. CHIAL shall be at liberty to forbid the employment of any person who it may consider undesirable.
26. Contractor to provide adequate insurance cover against any loss / damage to persons or property due to the commission or omission of any act by him/her or any person(s) deployed by him/her/them and also undertake to state that CHIAL will not, in any manner, be responsible for any loss / damage that might be caused due to the negligence of my / our manpower.

## 27. SECURITY DEPOSIT

- a. The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit CHIAL at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running and final bill till the sum deducted along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be

made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of fixed deposit receipts or guarantee bonds of any Scheduled Bank but not Co-operative or Garmin Bank. In case a fixed deposit receipts or Guarantee Bonds of any Bank is furnished by the contractor to the CHIAL as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt or Guarantee Bond, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the CHIAL to make good the deficit.

- b. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by CHIAL on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in fixed deposit receipts or Guarantee Bonds tendered by the Scheduled Banks (but not any Co-operative or Gramin bank) (if deposited for more than 12 months) endorsed in favour of the Chandigarh international Airport Limited, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.
- c. The Security Deposit will be refunded only after the completion of work in all respects by the contractor.

## 28. PAYMENT TERMS

- a. No advance payment shall be paid to the Contractor. The Contractor shall submit Bi-monthly bills in duplicate along with attendance sheet duly counter signed by Work In-charge/EIC, EPF Challan copy, ESIC Challan copy (if applicable), Bank statement showing the salary disbursed to each manpower
- b. The aforesaid consideration will be paid by CHIAL to the manpower service provider within 15 days against the invoices supported by bank deposit slip, PF & ESI Contribution of each employee at the end of each month, in duplicate. After deduction towards, income tax and other statutory deductions as applicable under the income tax act, 1961, shall be made from all payments made to the manpower service provider and in respect of such deductions necessary certificates of tax deduction shall be given; the manpower service provider shall provide details every month regarding submission of statutory payments towards PF, ESI etc. In account of outsourced personnel with the appropriate authorities. The monthly payment to the outsourced personnel shall be made as per Fair\Minimum wages as announced by statutory authority by 7<sup>th</sup> day of every month.
- c. CHIAL reserves the right to increase/decrease the number of manpower under different categories depending as per its requirement.

29. The outsourced staff deployed at CHIAL maintains complete secrecy and confidentiality about their work assignments in CHIAL.

30. The outsourced staff shall ensure safe custody of all data/ information specific to any project of CHIAL and shall maintain confidentiality in not divulging/ disclosing the same to any third party, under any circumstances.

31. Avoid use of any official information concerning CHIAL for any non-official purpose;
32. The ownership and copyright of all data, drawings, reports and other documents, prepared by the outsourced staff during the discharge of his/ her duties in CHIAL shall rest exclusively with CHIAL.
33. For the purpose of this Clause "Confidential Information" shall mean any knowhow, as well as any other knowledge, data or information of any technical, commercial or financial nature which is furnished to or obtained by outsourcing staff directly or indirectly, during execution of their duties, in CHIAL.
34. CHIAL provides equal opportunity to women for work. All outsourced support staff shall show gender sensitizing
35. Integrity: Each of the outsourced support staff so deployed must maintain highest standards of integrity and ethics.
36. The agency shall ensure that the individual person deployed in the Chandigarh International Airport is physically fit, competent to discharge the duties assigned with the post and have requisite experience and qualifications.
37. In case the personnel deployed by the successful Agency commits any act of Omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the successful Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, when required by CHIAL.
38. The Agency shall replace immediately any of its personnel who are found unacceptable to Chandigarh International Airport Limited because of security risks, incompetence, conflict of interest, improper or unsatisfactory conduct etc. on instructions of the CHIAL.
39. The Agency shall depute a coordinator who would be responsible for immediate interaction with the Chandigarh International Airport Limited so that optimal services of the persons deployed by the Agency could be availed without any disruption.
40. The work force deployed for this job contract shall be regular employee of the contractor. The contractor shall be responsible for all service matters not limited to recruitment retrenchment of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel.
41. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations
42. The Agency shall immediately provide a substitute in the event of any person absenting for duty on any day, leaving the job or is removed. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damage as per para 15 of SCC on the service providing agency.



43. The Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. The Chandigarh International Airport Limited shall, in no way be responsible for settlement of such issues whatsoever.
44. The Contractor shall notify to Chief Executive Officer whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Chief Executive Officer or his authorised representative may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary.
45. As the site of the work is in the restricted area, the contractor is required to obtain Airport Entry Pass (AEP) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through CHIAL. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable / enforced from time to time shall be complied with at no extra cost. No claim what so ever on this shall be allowed. Incidental expenses incurred towards PIC shall be borne by the contractor.
46. The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed or as directed by the CHIAL and nothing extra shall be paid on this account.
47. The Chandigarh International Airport Limited shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.
48. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor any relaxation for absorption in the regular/ otherwise capacity in Chandigarh International Airport Limited.
49. The Agency shall maintain all statutory registers under the applicable law. The Agency shall produce the same, on demand, to the concerned authority of the Chandigarh International Airport Limited or any other authority under law. A compliance certificate in this regard will be submitted along with the bills every month.
50. In case, the Agency fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the Chandigarh International Airport Limited is put to any loss/ obligation, monetary or otherwise, the CHIAL will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary.
51. In case of breach of any of the terms and conditions attached to this contract, the Security Deposit of the Agency will be liable to be forfeited by the Chandigarh International Airport Limited besides annulment of the contract and the agency become liable for blacklisting.
52. Chandigarh International Airport Limited reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the Manpower placement agency.

53. Prior to commencement of this contract, the contractor shall submit a list of his employees who will be deployed along with their bank account number, other relevant details as per requirement of this contract. The PF account no and ESI card of the workers deployed by the contractor for this contract shall be submitted to CEO, CHIAL within one month from the date of award of the contract.
54. The bill submitted will consist of bill and EPF, ESI, Wage slip details, Deduction of EPF and ESI details signed and certified by the contractor in each and every page & Bank statement of wages paid.
55. CHIAL shall withhold any payment due to the contractor, if PF and other applicable statutory contribution are not paid by the contractor and proof to that effect has not been submitted regularly to CHIAL.
56. CHIAL shall call upon the contractor to produce all original challan, documents etc for verification with regard to payment of minimum wages, PF etc. In case of any violation of statutory provision with regard to minimum wages, PF etc, CHIAL may refer the case to the appropriate authority to act against the erring contractor and CHIAL shall not be responsible for any consequence thereof.
57. The employee deployed by the contractor should have knowledge of minimum communicative language and the Skill supervisor should know minimum English, Hindi, local language. The employee should be polite in nature and show due courtesy towards the passenger and have the capacity to handle the high-profile guest.
58. In the event of any breach of the terms and conditions and duties to be performed by the Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all times during the continuance of this contract, be the above said sum. **On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to him without interest.**
59. If the Contractor shall at any time fail or neglect to perform and observe any of the terms and conditions and covenants herein contained and on his part to be observed and performed or in the event of his being adjudged insolvent or any order appointing a Receiver is made under the Insolvency Act against him, then and in any such case, the Authority may without prejudice to other rights and remedies by giving fifteen days' notice in writing to him determine this agreement and he shall upon such determination peacefully give up the contract and make over vacant possession of any premises made over to him for carrying on his business/service without any right to compensation whatsoever and thereupon this agreement shall absolutely determine without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach of terms, conditions and covenants by him.
60. The tenderer may acquaint himself with the proposed site of work, its approach roads, working space available before quoting his rates. Tenderer or his authorized representative may visit sites for this purpose.
61. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any damage to such properties. He shall make good, at his cost and to the

satisfaction to CHIAL, any damage to CHIAL property or public or private property whatsoever caused thereon by the contractor.

62. In the event of any restrictions being imposed by the Security Agency, CHIAL or any other authority having jurisdiction in the area on the working or movement of labour / material, the Contractor shall follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to make up by generating additional resources etc.

63. The contractor shall be fully responsible for any damage to the Government property done on his part & shall make good the same at his own cost.



