



**AIRPORTS AUTHORITY OF INDIA**

**O/o THE GM (OPS-ASM)  
CHENNAI AIRPORT, CHENNAI-600 016.**

## **AAI CUSTOM BID DOCUMENT**

### **NAME OF WORK**

**Job contract for providing Bird and Animal scaring and allied services  
in the operational area of Chennai Airport.**

**GeM BID No. GEM/2023/B/3129298, dated 14.02.2023**

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**Name of the work: Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport.**

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*This custom bid document contains total of 47 pages (serially numbered from 0 to 46), including the Cover page and Index page.*

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## **BID SCHEDULE**

01.	Name of Work	Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport.
02.	Duration of Contract	01 year and further extendable for a period of 01 year.
02.	Type of Bidding	Custom Bid / Job Contract.
03.	GeM Bid No. & Date	GEM/2023/B/3129298, dated 14.02.2023.
04.	Estimated Cost	<b>Rs.2,34,61,309/-</b> (Inclusive of PF, ESI, EDLI, Bonus, EPF, Uniform, Other over heads and GST)
05.	EMD (2%)	<b>Rs.4,69,226/-</b>
06.	Bid Offer Validity	90 Days

## **CRITICAL DATES**

Sl. No.	Activity	Date
01.	Bid Start Date	14.02.2023
02.	Bid End Date	27.02.2023
03.	Bid Opening Date	27.02.2023

**Note:-**

- a. AAI may at its discretion may extend / change the schedule of any activity by intimating the Bidder through a notification on the GeM portal (<http://gem.gov.in>).
- b. Corrigendum if any, will be uploaded only on GeM portal. It is the responsibility of Bidders to check at the website regularly.

## **SCOPE OF WORK**

1. This job includes chasing away of dogs or any wildlife/animals etc. in and outside the Airport Boundary and chase /drive away Bird and Animals in the vicinity of Runway and Side Strips by bursting crackers and Compressed Air horns etc. as and when required as per exigency of work.
2. The Bird and Animal Chaser shall ensure that the Bird and Animals (kites & vultures) and stray animals, Wild life (Jackals, dogs etc.) in the operational area are kept away from the runway and approach path inside the operational area if they pose danger to the aircraft operations.
3. The area for this purpose will be the entire length of runway, extended runway center-line and its either sides within the boundary wall of operational area. Also deployment of manpower in vantage points will be carried out based on the situational requirement.
4. Remains of the burnt Crackers will be removed and operational area will be kept clean.
5. Cautions shall be exercised while using the crackers to avoid the adverse effect on aircraft and grassfire.
6. The duties and responsibilities of the bird and animal scaring contract staff would be as follows:
  - a. To guard the airfield by chasing & removing the wildlife (Dogs/Animals/Birds) from operational area and ensure it is obstruction free.
  - b. To keep the operational area free from birds to protect the Aircraft from bird hit hazards.
  - c. To assist in allied services like clearing/cleaning of Runways whenever required during closure period.
  - d. To remove dead Wildlife / Foreign Objects Debris (FOD) from the Operational area.
7. The duties and responsibilities of the Clerical/DEO contract staff would be as follows:
  - a. To participate in AEMC survey and record wildlife sightings/garbage dumping/condition of open drains in and around Airport (10km radius)
  - b. Data entry, analysis and presentation of wildlife observations and mitigation measures in place.
8. The Bird & Animal scaring personnel engaged by the contractor can be shifted from one location to another as required by the Duty Officer (Apron Control).
9. Shall engage one jeep having seating capacity of 6+1 Driver with cabin arrangement for deployment of bird/animal scarers and to clear the trapped wild animals. The jeep shall be always in watch and ward duty along perimeter road of the Airport. The cost of maintain and fuel expenditures shall be borne by the contractor.
10. The Contractors shall deploy one Bird Scarer for every 400 meters of runway length (Total length of the Runways are 3661 and 2890 meters), and at all the vantage points, including night shifts. Therefore, the contractor is required to deploy manpower in the following positions in shifts during day/night deployment.

Shift	Timings (IST)	Planned Manpower	Remarks
1 <sup>st</sup> Shift (Day)	0500 Hrs. to 1300 Hrs.	20 staff + 1 supervisor + 1 driver	The shift timings are subject to change.  *The manpower allocation for Night shift and vantage points would vary on the basis of situational requirement
2 <sup>nd</sup> Shift (Day)	1300 Hrs. to 2100 Hrs.	20 staff + 1 supervisor + 1 driver	
3 <sup>rd</sup> Shift (Night)	2100 Hrs. to 0500 Hrs	4 staff*	
Vantage points		6 staff*	
General duty	0930-1730 Hrs	1Clerk	

11. The timings, no. of manpower & locations is as per the discretion of Airside Operations according to situational requirements.

Nature of Job	Manpower requirement		Total Manpower	Job Qualification
Bird Scarers in shift (Un Skilled) (02 shifts + Night shift and vantage points)	50	As per scope of work to cover 03 shifts and vantage points.	50	Adequate job knowledge and experience. Age:21-50 years
Supervisor in shift (Semi Skilled) (Only 02 shifts)	1	(Total 2 per day on all days).	02	Graduate / Higher Secondary Age:21-50 years
Driver in shift (Skilled) (Only 02 shifts)	1	(Total 2 per day on all days).	02	Secondary/Higher Secondary with valid DL and adequate experience. Age:21-50 years
Clerk cum Data Analyst (Skilled) (General Duty)	1	(Total 1 for 06 days in a week)	01	Graduate in concerned field and computer skills Age: 21-45 years

12. **Uniform & Accessories:** The Contractor shall provide Reflective jacket, Hat, Lathis, Fire beaters, Raincoat, Gumboots, Socks, Protective wear (Rubber gloves), Safety goggles and uniforms to the workers at his own cost as specified. **Necessary deduction of these items cost will be made if the specified accessories are not provided on time.**

13. **Tools:** The Contractor shall provide necessary tools, equipment (binoculars) for bird sighting and allied services (clearing FOD), to the workers at his own cost.

14. **Service & Support:** An office of the Service Provider must be located in Chennai City After Award of work, the contractor shall intimate contact details of their local representative at Chennai such as Name / Designation / Mobile No. / Email Id / Postal Address etc. along with ID proof to AAI.

15. The crackers required for Bird and Animal Scaring will be procured and supplied by AAI.
16. The Job contract work will be measured on monthly basis and payment shall be made on monthly basis as per bill of quantities.

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## GENERAL CONDITIONS OF CONTRACT

1. Bids are invited from the reputed firms/agencies/contractors through the GeM portal for the work “Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport” at an estimated cost of **Rs. 2,34,61,309/- (Rupees Two Crores Thirty Four Lakhs Sixty One Thousand Three Hundred and Nine only)** (inclusive of PF, ESI, EDLI, Bonus, EPF, Uniform, Other over heads and GST) for a period of **01 year** (further extendable for a period of 01 year).
2. **Pre-Qualification Criteria/Technical Bid:**

The Bidders should upload scanned copy of relevant documents in “Technical Bid” in support of meeting each criteria mentioned below:

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENT(S) TO BE UPLOADED IN GeM PORTAL
(i)	Earnest Money Deposit (EMD) – <b>Rs.4,69,226/-</b>	<p>To be remitted online through RTGS/ Internet Banking in AAI Bank Account, whose details are details given at <b>Annexure-XII</b> and shall be submitted via offline mode also.</p> <p>Bidder to indicate Bid No. &amp; Name of Bidding entity in the transaction details field at the time of online transfer.</p> <p>Bidder to upload scanned copy/proof of the online payment transfer along with Bid.</p> <p><b>EMD Exemption:-</b></p> <p>The Bidder seeking EMD exemption must submit the valid supporting document for the relevant category with the Bid, such as,</p> <p>Registration Certificate of NSIC / MSME / UAM / DICs / KVIC / KVIB / Coir Board / Directorate of Handicrafts and Handloom or any other Body specified by Ministry of Micro, Small &amp; Medium Enterprises.</p> <p>Under MSE category, only manufacturers for Goods and Service Providers for Services are eligible for exemption from EMD.</p>
(ii)	Should have GST Registration.	Scanned copy of GST Registration Certificate.
(iii)	Should have registered with Employee's Provident Fund Organization (E.P.F.O).	Scanned copy of Employees Provident Fund Organization (E.P.F.O) Registration Certificate.
(iv)	Should have registered with Employees State Insurance Corporation (E.S.I.C).	Scanned copy of Employees State Insurance Corporation (ESIC) Registration Certificate.

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENT(S) TO BE UPLOADED IN GeM PORTAL
(v)	<p>Should have experience in providing services of deployment of manpower in Companies / Organizations during the last Seven (07) years <b>(ending on the date of publication of this Bid)</b> for <u>any one</u> of the following quantum of completed work(s):-</p> <p><b>One Work Order</b> of value equal to 80%, i.e. <b>Rs.1,87,69,047/-</b> or more of the Annual Estimated Cost.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Two separate Work Orders</b>, each for a value equal to 50%, i.e. <b>Rs.1,17,30,655/-</b> or more of the Annual Estimated Cost.</p> <p style="text-align: center;"><b>OR</b></p> <p><b>Three separate Work Orders</b>, each for a value equal to 40%, i.e. <b>Rs.93,84,524/-</b> or more of the Annual Estimated Cost.</p>	<p>Scanned copy of Award Letter / Work Order / Work Contract Agreement along with its satisfactory completion certificate.</p> <p>The said satisfactory completion certificate should reflect either value of work, period of contract etc. <b>OR</b> related Award Letter / Work Order / Work Contract Agreement Ref. No. &amp; Date in support of the above.</p> <p><b>Note:-</b></p> <p>a. The above Award Letter/Work Order/ Work Contract Agreement should have been satisfactorily completed.</p> <p>b. Initial period of contract and extension thereof if any, <b>upto the date of publication of this Bid</b> shall be considered as 'completed work' and reckoned for value of order.</p> <p>c. Firms showing work experience certificate from <b>Non-Government / Non-PSU Organizations</b> should submit copy of Tax Deduction at Source (TDS) certificate in support of their claim for having experience of stipulated value of work.</p>
(vi)	Should have annualized average financial turnover of at least 30% of the annual estimated cost, i.e. <b>Rs.70,38,393/-</b> or above during last three years ending <b>31<sup>st</sup> March 2022</b> .	Scanned copy of abridged <b>Balance Sheet</b> along with <b>Profit &amp; Loss Account Statement</b> for the last three Financial years i.e. <b>2019-20 2020-21 &amp; 2021-22 with UDIN attested by Chartered Accountant.</b>
(vii)	Undertaking-cum-Declaration (Unconditional acceptance of Terms & Conditions of Bid etc.)	To be furnished <b>on Company's Letter Head</b> as per the format given at <b>Annexure-I</b> .
(viii)	AAI Custom Bid Document.	Scanned copy of complete set of AAI Custom Bid Document duly signed by the bidder.

**Note: -**

- The Bidders shall provide Pre-Qualification documents as specified above. Lack of submission of any of the specified qualification documents or submission of any of the specified documents in a manner which is in non-conformance with the relevant clause of this Bid documents may result in rejection of the Bid.
- Bidders are advised to upload clear and readable scanned copies of requisite documents **in sequence**, as per Sl. No. (i) to (viii) above.
- Check List given at the end of Bid Document shall be filled and uploaded by Bidder.

3. The personnel engaged by the contractor shall be of unblemished character and antecedents, physically fit to carry out the work of Bird & Animal scarring and allied services at the airport.
4. The Airport Director, Chennai Airport shall be the Accepting Authority, hereinafter, referred to as such for the purpose of this contract. Accepting authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rate.
5. **Period of Contract:** The total service of contract shall be for a period of **12 months**. The contract period can be **extended for further 12 months on the same rate terms and conditions of the agreement**. AAI reserves the right to terminate the contract fully or partially by giving 30 days' notice in writing to the contractor. If in the opinion of the Department of Operations (ASM), it is observed that the contractor is not doing the works satisfactorily as per the terms and conditions of contract, then the contract can be terminated with immediate effect without giving any reasons thereof and Security Deposit in the form of Performance Bank Guarantee will be forfeited.
6. **Entry Pass:** The work site lies in restricted area. The contractor shall apply in writing in advance for issue of necessary entry passes of workmen engaged by him. The works at operational area are an essential service covered under the ESMA (Essential Service Maintenance Act) and hence disruption of services rendered will be a statutory offence. The successful bidder is responsible to apply BCAS security clearance in auxiliary service provider for obtaining Airport Entry Pass (AEP) through BCAS website <https://esahaj.gov.in> for the employees without any extra cost from AAI. The necessary police verification of company in e-Sahaj website as well as individual along with security program and other enclosures as required by security section for issue of entry passes will be the responsibility of the contractor. All fees & expenditure towards arranging security passes shall be borne by the Agency. After completion of the contract or expiry of the entry pass, the same shall be returned to AAI.
7. **Security:** The contractor and his employees shall abide by security regulations framed by AAI / BCAS or Police Authorities. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work. The Contractor shall be fully responsible for the satisfactorily working of his staff.

If contractor or his authorized representative of his employed workers are found violating any of security regulations, suitable action shall be taken by AAI as per prevailing rules of BCAS.

All men shall be permitted to enter the airside (restricted) area only on possession of the AEP (Aerodrome Entry Permit). The contractor shall apply in writing in advance before commencement of work for issue of security passes and shall submit a list of personnel concerned with their addresses. Passes shall be deposited back with Operations-In-Charge on demand and in any case immediately after completion of work. The contractor or his staff/workmen shall observe all the rules promulgated from time to time by the concerned authorities. Any person found violating the security rules laid down by the authority will be expelled from the area without assigning any reasons whatsoever and contractor shall have no claim on this account.

If the contractor or his representative or deployed staff is involved in un-scrupulous activities, contractor agency along with the offender will be subjected to other legal proceedings and risk of being black listed.

The contractor shall comply with the security rules and regulations being enforced from time to time at the work place.

8. **Statutory & Regulatory Clauses:** The contractor has to discharge all the obligations as provided under various statutory enactment including the EPF, ESI or Medi-claim (Whichever applicable) /Contract Labour (Regulation and abolition) / Minimum Wages/ Payment of Wages / Payment on Bonus and other relevant Acts, Rules and Regulations in force and as amended from time to time in the Central, as applicable.

The engagement and employment of workers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be violation of this contract. AAI may ask the contractor to produce documents to verify that these provisions/laws are complied by the contractor.

The contractor shall follow the local security/safety rules & regulations and such instructions on restricted hours of work as may be imposed on him by the department /local authorities, while working in security restricted zones and no claim whatsoever on account of this, will be entertained.

The contractor has to deploy their staff to run the system in shifts on all days (365 days) including Sundays and 9 days i.e. 4 days' national holidays (26th January, 15th August, 02nd October and 01st May) + 5 days festival holidays as per Tamil Nadu Industrial establishments (national & festival holidays act) 1970 in shift as per BOQ for which nothing extra shall be paid.

Contractor has to submit the details of staff such as, qualification documents and experience letters of the staff, the CV and passport size coloured photograph along with copy of police verification (not older than six months on the date of start of work) or valid passport before engaging them on work. All the documents should be self-attested by each worker and signed and stamped by contractor/agency. The decision of Operations-In- Charge, to accept or reject any candidate on the basis of lack of experience, qualification, lack of skills required for job, will be final and binding on the Agency.

9. **Uniform:** The contractor/agency has to provide 02 sets of uniform (track pant and t-shirt), 01 pair of gum boot, 01 no. safety google, 01 no. cap & 01 no. reflective jacket per year to his staff of approved colour to their employees during the contract period, (within one month from the date of award) failing which, AAI will recover an amount of Rs.200/- per person per week till the compliance of the same from the contractor's running/final bill. In the event of non-compliance of wearing uniform by workers on daily basis a recovery of Rs.100/- per day per person shall be made from running bills. The workers should wear a badge on the left pocket of the shirt mentioning company's name.
10. No accommodation/transport shall be arranged by the AAI for the staff / workers of the contractor. It is the responsibility of contractor to make his own arrangements for the facilities if required.
11. **Rates & Sufficiency of Offer:** The prices quoted shall be firm and consolidated including of GST, TNLWF (if applicable), EPF, ESI/Medi-claim (Whichever is applicable) & Bonus.

EPF & ESI amount or Medi-claim premium paid to the statutory authorities by the contractor shall be reimbursed on actual basis throughout the contract period on submission of the documentary evidence in next RA bill or final bill. However, any revision in statutory deduction after due date of submission of tender document, the difference amount will be reimbursed/deducted as per actual.

12. The bidder quoted rate in GeM will be inclusive of all statutory component (wage, PF, ESI etc.) & all taxes (inclusive of GST).

13. Bidders are requested to upload "Item wise Price Breakup of quoted amount" on GeM portal as per the format failing which, the bid will be rejected. Bidders to note that this price breakup shall not be a part of L1 evaluation. However, the price breakup document uploaded by the bidder will be considered as part of the contract.

If the total quoted amount (sum of item-wise Price Breakup) of the bidder is different from their quoted amount on GeM portal, then bidder shall be disqualified.

14. If bidder's total quoted cost is less than the total cost of manpower specified in tender document / agreed during presentation (as per minimum wages inclusive of PF, ESI etc.) plus GST @ 18% then bidder shall be disqualified.

15. **Evaluation of Financial bid:** The evaluation criteria/comparison of rates for identifying the successful bidder shall be based on the lowest rates quoted in GeM portal.

16. **Consideration of Abnormally Low Bids:** Wherever the price of the lowest bidder is lower than the justified cost by more than 25%, the lowest bid can be termed as Abnormally Low Quoted Bid (ALQB). Processing of such bid shall be as follows:

- I. All such items which are more than 25% below the justified rate shall be terms as 'Abnormally Low Quote items (ALQI)'.
- II. The lowest bidder has to submit a justification of their price either on GeM portal (if possible) or submit through a separate letter along with analysis of rates for all such ALQI.
- III. On receipt of clarifications, AAI shall analyse the bidder's justification and accept or reject the bid.

17. Security Deposit / Performance Bank Guarantee shall be applicable as per latest guidelines/circular/TI

18. GST shall be paid against tax invoice as per latest government notification in-force.

19. The difference in Minimum Wages, ESI or Premium on Medi-claim, EPF with respect to prevailing rates on the last date of submission of bid shall be reimbursed on submission of the documentary evidence.

20. However, any revision in statutory deduction after due date of submission of tender document, the difference amount will be reimbursed/deducted as per actual.

21. Bonus amount as per latest Govt. rules or 8.33% of annual salary whichever is higher will be paid to the deployed manpower by the contractor and the same shall be reimbursed on actual basis throughout the contract period on submission of the documentary evidence in the next RA bill or final bill. In case of non-payment of bonus necessary

recovery / withheld against bonus from their RA Bill / Final Bill shall be made as decided by EIC and appropriate action will be initiated by AAI against the contractor. The decision of EIC in this regard will be final and binding on the Agency.

22. Contractor is deemed to have satisfied himself / herself before submitting bid or correctness and sufficiency of his / her offer covering all works, services defined under Scope of works, schedule of Quantities / Bills of Quantities including obligations and all such matters necessary to ensure complete serviceability of the installations.
23. **PF & ESIC Contribution:** The contractor shall register himself with Labour Licensing Authority and obtain Labour License Number in this regard.

The Agency shall provide UAN / ESI Card / Medi-claim to each of the working staff within 3 months from the Date of Commencement of Contract.

The contractor shall have to register with PF & ESIC or Medi-claim (wherever applicable) for workmen engaged for the work & challans / deposit receipts of PF & ESI contribution / Premium on Medi-claim shall be submitted in AAI office for verifications / reimbursement, at the time of submission of bill.

The PF dues (including EDLI and administrative charges) in respect of workers engaged by the contractor for AAI works to be deposited by the contractor every month by a challan and the documentary evidence in support of such payments along-with employee wise details of the PF contributions (both Employee's share and the Employer's contribution) needs to be submitted to the Operations in charge for the work/contract.

ESI / Medi-claim (Wherever applicable) & EPF amount (contractor's contributions & administrative charges) paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

If ESI not applicable, the agency shall provide Rs.2.0 Lacs Medi-claim policy at par with ESI benefit to each person engaged at the site and Medi-claim premium amount shall be reimbursed on submission of documentary evidence. The contractor has to deposit PF & ESI as applicable, failing which recovery / withheld @ 26% and 6% against PF and ESI / Medi-claim respectively from their R.A bills / Final Bill shall be made. ESI / Medi-claim, EPF IDs of deployed manpower shall be created and submitted to Operations In Charge within one month from commencement of contract.

24. **Labour Wages:** The contractor has to pay the prevailing minimum wages issued by the office of Regional Labour Commissioner / Chief Labour Commissioner (whichever is higher), from time to time. However, the difference in minimum wages based on actual payment made to the labour and wages applicable at the time of submission of tender will be reimbursed including difference in EPF and ESI payment to the contractor on revision of minimum wages and no additional amount such as contractor's overhead & profit will be paid on this account. In this regard the successful bidder shall submit an affidavit on non-judicial stamp paper of Rs.100 as per ANNEXURE-IV before award of the work.

For the purpose of admitting the claim for reimbursement of statutory increase in wages paid by him, the contractor has to produce the required documentary evidence to the satisfaction of Operations-in-Charge.

The payment to the workmen's engaged by the contractor is to be paid through NEFT / RTGS / Cheque on or before 7th of every month irrespective of Saturday, Sunday and bank holidays. If any violation with respect to payment of wages for any two months in the contract period, necessary action for cancellation of contract, debarring of the agency for participating in future contracts in AAI shall be initiated. The agency will not be allowed to participate in any of the tendering process in AAI till finalization of the decision.

The firm shall submit the name and Bio-data along with the appointment letter of each staff being deputed for the work and all new staff /replaced staff engaged during currency of contract. However, Operations In-Charge reserve the rights to relax above mentioned educational requirement and experience criteria.

25. **Wages of staffs:** The minimum rates of the wages for the staff shall be payable in strict compliance to minimum wage Act 1948 and as per the notification of the statutory labour welfare authority (Central/ State) time to time.

Minimum Wages considered as per Central Wage GO F.No. 1 /16(3)/2022-LS-II Dated:28.09.2022 for Constructions or Maintenance of Roads or Runways.

As on 01.10.2022 the minimum wages are as follows:

S.No.	Job Designation	Worker Category	Minimum wage per day
1.	Bird/Animal Scarers	Un Skilled	Rs.711/-
2.	Supervisors	Semi Skilled	Rs.788/-
3.	Drivers and Clerk cum Data Analyst	Skilled	Rs.866/-

The quoted rate shall include wages for 9 days i.e. 4 days' national holidays (26th January 15th August, 02nd October and 01st May) + 5 days' festival holidays as per Tamil Nadu Industrial establishments (national & festival holidays act) 1970 and nothing shall be paid extra on this account.

**26. Deviations / Variations Extent and Pricing:**

The Airport Director shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Airport Director and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

**24.1** The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.

### **Deviation, Extra Items and Pricing**

**24.2** In the case of extra item(s) (items that are completely new, and in addition to the items contained in the contract) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Airport Director shall within Six weeks of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, (items that are taken up with partial substitution or in lieu of items of work in the contract) the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

### **Deviation, Substituted Items Pricing**

a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

### **Deviation, Deviated Quantities, Pricing**

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Airport Director shall within Six weeks of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule, and the Airport Director shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

**24.3** Any operation incidental to or necessarily has to be in contemplation of Tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule

of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the Tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

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

28. **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 a MSE and MSE Service Provider(s) has/have quoted price with in L-1 + 15% of margin of purchase preference/price band defined in relevant policy, then 100% order quantity will be awarded to such MSE Bidder subject to acceptance of L-1 Bid price.

29. **Misconduct:**

The contractor shall be responsible for involvement of staff appointed by him for any items missing from the property of passenger/ system originally provided and such proven cases of thefts / pilferage by their employees are to be determined by any court of Law.

30. AAI will give necessary directions to security agency to ensure vigil on the working staff.

31. The contractor shall be held responsible for any action / misdeeds, in terms of theft / pilferage or any other misdeed or any other undesirable activities by any of their staff engaged in Airport Complex. AAI shall furnish copy of FIR lodged with police for all such case for taking immediate action to dispense with the services of such individual involved. This will be without prejudice to any other liability on the part of the contractor, arising out of court directions/claims etc. on account of such misdeeds. Any loss suffered by AAI on account of misconduct by the workers of the firm shall be recovered from contractor's bill.

32. The contractor shall be responsible for any damages caused to any equipment's / building of AAI due to the negligence of the staff. The same shall be made good by the contractor at his cost.

33. The sub-contract of contract is not permissible. Firm has to carry out works by their own staff and as proof of the same, the appointment letters of the staff engaged for the contract to be produced to AAI.
34. The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person should be avoided and no shift should remain unmanned. Odd duties/ shifts may be required according to the exigencies, which are to be arranged by the Firm.
35. AAI is not liable at any stage to provide accommodations, transport, food, medical and any other requirement of their personnel deployed under this Contract. The agency shall along be liable to pay compensation for any damage / death / injury sustained by the personnel or any other members of the agency as sustained by them in the course of the work / duty during the contract period. The manpower deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of AAI, during the contract or after expiry of the contract.
36. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will not have any claim for absorption or relaxation for absorption in the regular / other capacity or Services in AAI. The contractor should communicate the above to all the manpower deployed under this contract.
37. Upon completion/foreclosure of contract, the BCAS/Airport Entry Pass issued to the workmen shall be returned/surrendered to the representative of Operations-In-charge.
38. Smoking is strictly prohibited in the operational area.
39. Entering the operational area under intoxication/inebriated condition is strictly prohibited.

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## **SPECIAL CONDITIONS OF CONTRACT**

1. The required number of Bird & Animal scarers to perform the work to the satisfaction of the General Manager (OPS - ASM) In-Charge, shall be provided on all days in shifts as specified in the scope of work. The work force deployed for this contract shall be the regular employee of the contractor. **The contractor shall be responsible for the compliance of all the provisions of all the labour laws applicable for such work force** and their service condition in his own establishment and for settlement of any dispute arising out of the terms and conditions of services of the personnel.
2. As the site of work is in the restricted area, the contractor is required to obtain Airport Entry Pass (AEP) for his staff, to be issued by BCAS through AAI. The tenderer is responsible for arranging Police verification certificates/Bio-metric AEPs for his staff and security clearance for his agency as stipulated by BCAS. No extra amount shall be paid on this account. The job contracts for controlling Bird and Animal Hazard inside the operational area at Airport require working in a sensitive and high security zone. Hence the successful tenderer has to follow the security requirements in day to day working.
3. **Training:** The Job of Bird and Animal Hazard Control requires familiarization of the area of work, Safety precaution, and high motivation to remain alert in sun, rain and adverse weather condition. Hence the Contractor shall before deployment of manpower ensure that such manpower are adequately trained and a record to that effect be submitted by the contractor for verification of AAI before deployment of personnel. The contractor shall ensure that his Bird and Animal/Animal Hazard Control personnel use the Lathis, cracker bombs for Bird and Animal/animal scaring. They shall not aim the cracker bomb at any human or aircraft. The training of contractor's personnel for use of cracker bombs shall be done. The contractor shall submit a certificate to this effect prior to commencement of work. Bird and Animal Chaser training and seminar expenses to be borne by contractor from overhead profit and it is non reimbursable.
4. **Removal and Disposal of Dead Bird and Animals:** Removal and disposal of dead Bird and Animals from inside operational area shall be carried out immediately by the Bird and Animal chasers and as per exigency of work. Also removal of crackers residual, plastic item such as bottles, wrappers from the runway and the surrounding area within the operational area of the airport. Dead Bird and Animal shall be disposed-off outside the operational area at a scheduled place, other removed item will be properly disposed-off in the disposal bin.
5. **Bird and Animal watching and Alerting:** In addition to Bird and Animal scaring, the job of Bird and Animal watching and alerting has also to be carried out. The Bird and Animal watcher shall keep a watch on the operational area for Bird and Animals. The location of Bird and Animal watcher will be decided by Operations-in charge, AAI.
6. **Biometric system -Biometric Attendance System** with necessary software, minimum 500 x 1 - identity storage, remote access & customized software application should be installed by the contractor in the entrance of the workplace, at his own cost. Non- functioning of Biometric attendance system will also attract a penalty of Rs.500 /- per day. The attendance of all staff to be engaged in each shift for the Job shall be taken through biometric attendance system and submitted

to the AAI / Apron Duty Manager on duty within 30 minutes of the commencement of each shift.

7. Also, it is the duty of the contractor to ensure that airport passes are treated with utmost sanctity and are not allowed outside the airport premises. Supervisor will collect the Airport entry pass (AEP) of all workforce and handover to representative of the Airport Director at the end of every shift. AEPs can be collected from the representative of the airport director at the start of every shift and can be distributed to contract workforce after their biometric attendance is complete.
8. It shall be the sole liability of the contractor (including the Contracting firm/Company) to obtain and to abide by all necessary licenses/ permissions from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (R & A) Act 1970.
9. Escalation of rates is not acceptable during the period of contract except notified as increase in minimum wages by Central / State Government whichever is higher.
10. **Quoted rate of the contractor should be inclusive of all statutory labour components such as EPF, ESI, applicable GST and Bonus as per prevalent State and Central Government Guidelines. ESI, EPF (if any for increased minimum wages), applicable GST and Bonus (as applicable) will be reimbursed on actual basis subject to submission of documentary evidence and verification of the same.**
11. The Contractor shall discharge obligations as provided under various applicable statutory enactments including EPF and Miscellaneous Provision(MP) act 1952, the Employees state Insurance (ESI) Act 1948, the contract labour (R & A) Act 1970, the Inter State migrant workmen (Regulation of employment and conditions of service) act 1979, the Minimum Wages Act 1948, the Payment of Bonus (Amendment) act 2015, the payment of wages act 1936, the workmen's compensation act 1923 and other relevant act, rules and regulations, instructions etc. issued / enforced from time to time.

**The Contractor shall submit an Affidavit (as given in Annexure - IV) on a non- judicial stamp paper of Rs.100/- as an undertaking to fulfil the above mentioned legal obligations to the employees with respect to minimum wages, EPF.**

12. The wages paid to the workmen by the contractor shall not be less than the latest minimum wages fixed by the Central or State Government or existing wages whichever is higher.
13. Difference in minimum wages based on actual payment made to workers and difference of mandatory contribution towards EPF & ESI etc. (as applicable), will be reimbursed to the contractor by AAI on revision of minimum wages by Central/State Govt. subject to submission of proof of payments made and subsequent verification of the same.

14. The contractor shall intimate his GST no., PF Account code no. and ESI code no. after the award of work and the contractor shall continue to have them valid till conclusion of the contract.
15. The contractor shall provide a list of contract workers engaged for contract along with their PF Account no. & ESI Registration no.
16. The contractor by 20<sup>th</sup> of every month shall provide a monthly statement showing recoveries of statutory contributions and proof of remittance of PF contribution to RPF and ESI contributions to ESI Corporation in respect of workers engaged under his contract.
17. The contractor shall regularly maintain and submit all relevant records / documents to AAI representative for verification and upon such verification only, AAI will allow reimbursement of any other amounts paid.
18. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
19. **The contractor shall be solely responsible for the payment in respect of wages for the Area (Chennai) as applicable and other dues (including Over Time allowances) to the personnel deployed by him latest by 7th of the subsequent month.** The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc., arising out of the disputes relating to the dues and employment of personnel deployed by him.
20. The contractor shall pay the wages to the personnel deployed by him by crediting wages through ECS in their bank accounts after obtaining authorization from them to ensure transparency and to facilitate timely payment.
21. A Penalty may be imposed maximum to the extent of 25% of the bill amount submitted by the contractor on account of unsatisfactory performance. This amount will be deducted from the monthly payment charges of the contractor. The decision of the Airport Director in this respect will be final and binding.
22. In case of any bird strikes taking place due to negligence of bird scarers within the Airport area, a penalty will be imposed. Also, the bird chaser found responsible for such negligence shall be removed from the job.
23. Subject to the provisions in the tender document and without prejudice to contractors' liabilities and responsibilities to provide adequate qualified and skilled personnel on the work. Contractor shall deploy site organization and augment the same as decided by the Airport Director or his authorised representative depending on the exigencies of work. The following Penalties as mentioned below will be levied on the Contractor for not deploying the Manpower as per plan/ chart. Airport Director is the final authority in this regard and his decision is final and binding.

Sl. No.	Designation	Per	Recovery Rate Per Shift per person (in Rs.)
1	Bird Scarer	Each	Prevailing daily minimum wage+25% penalty
2	Supervisor	Each	Prevailing daily minimum wage+25% penalty
3	Jeep with Driver	Day	Rs.2500/-
4	Driver	Each	Prevailing daily minimum wage+25% penalty
5	Clerk cum Data Analyst	Day	Prevailing daily minimum wage+25% penalty
6	Bird scarrer leaving Duty spot without permission	Each	Prevailing daily minimum wage+50% penalty
7	Not wearing proper uniform	Each	Rs.100/-
8	Disruption in flight operation due to bird hit/ bird concentration in airport premises	Per Occasion	Rs.2000/-
9	Confirmed bird hit in airport premises	Per Occasion	Rs.5000/-
10	Bird hit incident due Negligence/ Deficiency in service of the staff deployed by contractor	Monthly bill	Rs.25000/- (Final decision by Airport Director)

24. If the continuance of any of the persons deployed by the contractor is found not satisfactory, the contractor shall replace him forthwith, upon receipt of information to that effect from AAI. The workers deployed by the contractor may be required to perform other allied works in and around the operational area like removal of dead animals/birds, removal of Foreign Object Debris (FOD), assist in clearing/cleaning of Runways when required, etc. during closure period and the contractor shall ensure it.
25. The contractor shall thoroughly brief them on all airside disciplinary procedures and other restrictions and also train them on bird scarring and allied jobs.
26. The contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his/her employees and keep AAI indemnified from any compensation/liability.
27. AAI will not be responsible for any injury sustained by the contract workers during the performance of their duties and also any damages or compensation due to any dispute between him/her and his/her workers. The contractor shall comply with all provisions of Labour Acts/Enactments hitherto in force or enacted from time to time during execution of this contract and contractor shall be responsible for all liabilities arising out of these provisions. Furthermore, the contractor shall

be responsible for payment of compensation, insurance etc. if any, in respect of his/her employees.

**28. Third Party Insurance:**

Before commencing the execution of the works the contractor (But without limiting his obligations and responsibilities) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer) or to any person, including any employee of the employer by or arising out of the execution of the works or temporary works or in carrying out of the contract. The contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

**29. Minimum amount of Third Party Insurance:**

29.1 Such insurance shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India and for at least the minimum amount of Rs. 1.00 Lakh with unlimited number of occurrences. This insurance will not cover mobile machineries for which separate insurance cover is also required. Whenever required the contractor shall produce to the AAI the policy or policies of Insurance and the receipts for payments of the premiums.

29.2 If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of this clause, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company or by a company approved by the Insurance Regulatory Authority of India could offer, such an Insurance is ought to be done after the AAI's approval, by or through the subsidiary of the General Insurance Company.

29.3 For noncompliance of above levy equal to cost of policy of noncompliance period plus 15% shall be charged and losses during noncompliance period shall be deducted from his bills.

30 The contractor shall furnish all the details of the persons to be employed like names, address, photo, age, specimen signature etc. and authority shall have the liberty to reject any person.

31 The contractor shall carry out the job as per specifications of the Authority and to the entire satisfaction of the Department of Operations – Airside Management. In

case of complaints either about the nature of service or the personnel, the Authority will intimate to the contractor who shall attend to and sort out the complaints promptly.

- 32 In case it is noticed by the Authority that the work carried out by the contractor is not up to the required standards, a written notice will be given to him, warning him/her of the bad execution of work and asking him/her to improve upon the standards within the period specified by the In-Charge.

In the event of finding that there is no improvement and the work is not being carried as per instructions, a notice of 30 days shall be served by Registered Post or by hand to the contractor, in case of foreclosing/abandoning the contract. Notwithstanding the above, the contractor shall however continue to provide services as required for further 90 days or till new contract is awarded whichever is earlier.

- 33 The contractor's representatives and employees of the contractor shall abide by the Rules and Regulations of the Authority while performing their job in the said premises.

- 34 The agency/contractor has to satisfy all the statutory requirements issues by DGCA/BCAS.

- 35 The bills submitted by the contractor shall be verified and certified by the In-Charge or his designated officer for the purpose. **Proportionate deduction from monthly bills will be made for short supply of manpower.**

- 36 Monthly running payments will be made in the following month after deducting any recoveries, penalties, etc., which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required.

- 37 The tenderer whose tender is accepted, at the time of making any payment to him for the work done under this contract, shall permit AAI to deduct a sum amounting to 10% of gross amount of the monthly bills towards the Security Deposit, till the sums so deducted equals to 10% of the awarded amount in addition to the Earnest Money Deposit. The Security deposit will also be accepted in the form of Demand Draft or Bank Guarantee of Nationalized Bank or any Scheduled Bank (but not co-operative or Gramin Bank) in accordance with the prescribed form, provided confirmatory advice is enclosed.

- 38 Contract Liable for Damage, Defects During Contract Period

The security deposit deducted from contractors shall be refunded within Six months from the date of final payment or within Six months from the date of completion of the contract whichever is earlier.

- 39 **Release of Security Deposit after Labour Clearance**

Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Airport Director. The Airport Director, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint

is pending, on record till after 3 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

- 40 Period of contract shall be **One Year** from the date of commencement of work. The contract is **further extendable for a period of one year with the same rates, terms & conditions subject to satisfactory performance of the contractor and on mutual consent.**
- 41 The successful tenderer or contractor on acceptance of his tender by AAI shall sign the contract agreement within 15 days from the date of award of the work.
- 42 The contract agreement shall be executed on a non-judicial stamp paper of value of Rs.200/- and the cost of the same shall be borne by the contractor.
- 43 The work shall commence from the 15th day after the date on which the In-Charge issues written orders to commence work or as specified in the work order/award letter. If the contractor commits default in commencing the work as aforesaid, AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- 44 The contractor shall be responsible for providing uniforms (2 sets per person), one pair of gum boots & six pairs of socks per person, one reflective jackets per person, one rain coat per person, one set of Protective Wear (Gloves) per person and one Hat per person, one safety goggle per person and FOD removal accessories. All the above items are mentioned for **one year** and all shall be of good quality, at the contractor's cost.
- 45 All the employees working under this contract shall have all the items readily available for usage while on duty. Non-availability of any of the items shall attract appropriate action by the authority.
- 46 **Declaration by the Contractor/Tenderer :**  
The following Declaration will be submitted by the Contractor/Tenderer on his Letterhead.

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

**A. General Requirements:**

- 1) For efficient execution of the contract, AAI and Contractor shall interact on Single window basis. Operations–In-Charge of AAI or his authorized representative shall co-ordinate from AAI side and the contractor shall nominate their representative for day to day on-site co-ordination. Operations–In-Charge of AAI shall certify all work done by the contractor.
- 2) Services are to be provided on 03 shifts per day basis on all days for a period of One year. Appropriate arrangement shall be made to cover holidays and weekly off-days. Manpower strength shall taken into account during weekly off-days, annual vacations and providing the reliever as per labour norms etc.

**B. Payment Terms:**

- 1) Payment shall be released monthly on production of following documents: -
  - i) Original Invoice
  - ii) Monthly Challans of E.P.F and E.S.I deposits up to previous month.
  - iii) Wages register signed by workers of each month.
  - iv) Bonus details received and signed by workers.
  - v) Attendance register.
  - vi) Copy of E Transfer of Wages to Labours.
  - vii) Any other documentary proof as required by AAI.
- 2) No advance payment shall be paid.
- 3) Payment will not be paid for the absence period of the employee.
- 4) No extra payment shall be made for closed holidays & festival holidays.

**C. Performance Bank Guarantee:**

The prospective successful bidder Shall Submit Performance Bank Guarantee @3% of total contract value within 30 days from the date of issue of Purchase order with validity/Claim Period of 90 days beyond the contract period as per Annexure-VII in accordance with the bank details. The BG will be released after the completion of contract period. In case the contractor fails to submit the PBG within stipulated period, interest at 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first bill payable to the Contractor.

Details for enabling SFMS facility:

CORPORATE NAME : AIRPORTS AUTHORITY OF INDIA  
BANK NAME : ICICI BANK  
IFSC CODE : ICIC0000007  
BG ADVISING MESSAGE : IFN 760COV (BG ISSUE)  
IFN 767COV (BG AMENDMENT)

UNIQUE IDENTIFIER CODE : AAICHENNAI

(To be mentioned in field number 7037 of the BG advising message code).

“Vendor shall attaches copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.”

**D. Termination of Contract:**

- a) Without prejudice to the right of termination provided under the Terms &Condition or without prejudice to any other remedy available to the contract in this behalf, the AAI may terminate the contract at any time on giving the contractor not less than one month’s notice in writing if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which the Airport Director, Chennai Airport, Chennai shall be the sole judge.
- b) Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other

claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.

- c) If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the whatsoever.

**E. Novation Clause:**

The contract period is for One (01) year or the date of transfer of the airport under the PPP mode whichever early. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever.

**Obligations relating to Transfer:**

The Authority agrees that during the Concession Term, in the event the Authority transfers the rights to operate and maintain the Airport to a third party(s), the Authority shall ensure that.

- (i) The Authority shall cause to transfer/ notate this Agreement, in favour of such third party, on the principle that such transfer/notation would release Authority of all liabilities and obligations arising from and after the date of transfer/notation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/notation; and
- (ii) The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

- F. All the bidders shall complete the CHECKLIST (PQ Performa - Annexure –III).  
The successful bidder shall submit the BG Annexure-VII.**

(To be furnished on Company's Letter-Head and uploaded)

**UNDERTAKING-CUM-DECLARATION**

(Unconditional acceptance of Terms & Conditions of Bid, non-payment of bribe, non-participation of near relatives and non-blacklisting / debarring of Firm)

<b>Name of Work</b>	Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport
<b>GeM Bid No. &amp; Date</b>	GEM/2023/B/3129298, dated 14.02.2023.

1. I / We hereby certify that I / We have read the entire terms and conditions of the Bid document which shall form part of the Contract Agreement and I / We shall abide by all the conditions / clauses contained therein.

I / We hereby unconditionally accept all the Bid conditions of AAI's Bid document in its entirety for the above works.

It is clarified that after unconditionally accepting all the GeM/Custom Bid conditions in its entirety, it is not permissible to put any remarks / conditions in the Technical and Financial Bid submitted through GeM Portal and the same has been followed in the present case. In case any provisions of this GeM/Custom Bid are found violated after opening of Technical Bid and Financial Bid, I / We agree that the Bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to take necessary action as per GeM/Custom Bid conditions.

2. That, I / We declare that I/we have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I will immediately report it to the appropriate authority of AAI.
3. I / We do hereby declare and state that none of my/our near relatives is posted in AAI as officer responsible for award and execution of this particular Bid/work and that no employee of AAI is a Director / Proprietor / Partner or holding any other post in my/our Firm/Company. I / We further undertake to intimate the names of persons, if any who are working with me / us in any capacity or are subsequently employed by me / us and who are near relatives to any officer in AAI.
4. I / We do hereby declare and state that our Firm / Company has not been blacklisted/ debarred by AAI / BCAS or any other Department of Govt. of India/State Govt. and have no outstanding dues payable to the AAI.
5. I / We do further declare and state that all the above information given by me/ us is true to the best of my/our knowledge and in case if it is found to be false/ incorrect, AAI shall have the absolute right to take any action as deemed fit / without any prior intimation to me/us.

.....  
**Signature of Bidder / Authorized Signatory  
(with Company Seal/Stamp)**

**Date:**

**PROFORMA FOR EARNEST MONEY DECLARATION**

(To be submitted on contractor's letter head)

Whereas, I/We..... (Name of agency).....have  
submitted bid  
for.....(Name of  
work)  
.....  
.....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

- (1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

- (2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents, I/We shall be suspended for one year and shall not be eligible to bid for AAI tenders from date of issue of suspension order.

Signature of the Contractor(s)

**CHECK LIST**  
**PQ/TECHNICAL BID PROFORMA**

**Name of the work: Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport.**

PARTICULARS TO BE FILLED BY THE FIRM

1	Name of the Agency / Firm	
1.1	Address	
1.2	Organization ID	
1.3	Mobile No. / Tel. No.	
1.4	e-mail address	
2.	Qualifying Requirements of Contractors/Tenderers	
<b>Refer General Conditions of Contract point no. 2 (v) – (For the qualifying work)</b>		
2.1	a. Work No. 1	
2.1.1	Name of Work:	
2.1.2	Name of the organization/ department where work has been executed:	
2.1.3	Completion cost (in INR):	
2.1.4	Date of Start:	
2.1.5	Date of Completion (Stipulated):	
2.1.6	Date of Completion (Actual):	
2.2	b. Work No. 2	
2.2.1	Name of Work:	
2.2.2	Name of the organization/ department where work has been executed:	
2.2.3	Completion cost (in INR):	
2.2.4	Date of Start:	
2.2.5	Date of Completion (Stipulated):	
2.2.6	Date of Completion (Actual):	
2.3	c. Work No. 3	
2.3.1	Name of Work:	
2.3.2	Name of the organization/ department where work has been executed:	

2.3.3	Completion cost (in INR):	
2.3.4	Date of Start:	

2.3.5	Date of Completion (Stipulated):	
2.3.6	Date of Completion (Actual):	
3	Tax Deduction at Source (TDS) Certificates along with a certificate issued by registered Charter Accountant if completion certificate is from Non-Government/ Non-PSU Organizations.	
3.1	Annual Financial Turnover <b>Refer General Conditions of Contract point no. 2 (vi)</b>	
3.1.1	Year 2019-20	
3.1.2	Year 2020-21	
3.1.3	Year 2021-22	
4.	<b>Technical Bid</b>	
4.1	Duly Signed Un-conditional Acceptance Letter (Annexure -I)	Yes/No
4.2	Proforma for Earnest Money Declaration (Annexure-II)	Yes/No
4.3	PQ Proforma (Annexure-III) with Duly Signed Declaration.	Yes/No
4.4	Affidavit for Payment of Minimum Wages (Annexure-IV)	Yes/No
4.5	Permanent Account Number (PAN)	Yes/No
4.6	GST Registration Number.	Yes/No
4.7	MSME Declaration/Affidavit (Annexure-V) if applicable	Yes/No
4.8	EPF & PF Registration	Yes/No
4.9	E-Payment Details (Annexure-VI)	
4.10	Copy of Board Resolution Regarding Authority to assign Power of Authority in case of the companies other than propriety firm.	Yes/No
4.11	Power of Attorney (Annexure- IX) if applicable	Yes/No

4.12	Certificate of NETWORTH issued by certified Chartered Accountant (Annexure-X)	Yes/No
4.13	Pre Contract Integrity Pact (Annexure – XI)	Yes/No
4.14	Declaration of Tenderer for not deployed AAI relative as staff	
5.	<b>Financial Bid</b>	
5.1	Financial bid through GeM portal	Yes/No
5.2	Break up of rates quoted in GeM Portal (Annexure – XIII)	Yes/No

DECLARATION:

I, ( \_\_\_\_\_ ) hereby declare that the documents submitted/ enclosed are true and correct. In case any document at any stage found fake/ incorrect, I shall be suspended from Bidding in AAI Tenders for 01 Year & action as deemed fit by AAI can be taken against me.

Place:

Date:

Signature  
Authorised Signatory of the Contractor/ Firm

Note: If any of the supporting documents is submitted in any language other than English, a self-attested English Version shall be submitted with the respective document, however as mentioned all the documents duly self-attested shall be submitted.

**ANNEXURE - IV**

The Successful bidder has to submit the Affidavit for payment of minimum wages in the below format: -

**AFFIDAVIT FOR PAYMENT OF MINIMUM WAGES**

Name of Work: Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport

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

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

Dated this, the..... day of ..... month ..... years.

DEPONENT

Note:

This Affidavit on non-judicial stamp paper of Rs.100/- has to be attested by a First Class Magistrate/Notary Public.

**ANNEXURE - V**

(To be submitted in Non-Judicial Stamp Paper value of Rs.100/- )

**DECLARATION (For MSE Units only)**

I, \_\_\_\_\_ on behalf of M/s. \_\_\_\_\_ in the capacity of \_\_\_\_\_  
(Position) hereby declare that

1. Our MSE Unit(s) is/ are availing benefits extended by MSME, Government of India to Micro and Small Enterprises (MSEs) for the work of "Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport".

2. Our MSE Unit(s) has/ have not been awarded any work /supply under MSME benefit during the current financial year.

OR

Our MSE Unit(s) has/ have been awarded work/ supply for a total value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) under MSME

benefits as on date and same work(s)/ Supply is/ are "In hand(Progress)/ Incomplete" during the current financial year. Further we confirm that the value of work(s)/ Supply is/ are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the "Monetary Limit" mentioned in NSIC certificate.

3. Our firm is participating in this tender under "MSE unit" or "OPEN BIDDER".

NOTE: Strike out the conditions in (2) & (3) whichever is not applicable. Decision on any discrepancy in this "DECLARATION" shall be at the discretion of AAI and shall be final and binding.

ATTESTED BY NOTARY PUBLIC

SIGNATURE WITH COMPANY SEAL

**BANK ACCOUNT DETAILS**

E-Payment Format (Cover-I)

1.	Beneficiary Name	
2.	Beneficiary Address	
3.	PAN No.	
4.	Bank A/C No.	
5.	City of Bank	
6.	Name of Bank	
7.	Branch	
8.	Address of Bank	
9.	Account Type (Saving/Current/Over Draft)	
10.	RTGS IFSC Code (Real Time Gross Settlement)	
11.	NEFT IFSC Code (Nation Electronic Fund Transfer)	

Authorized Signatory  
Name of the Agency Seal

**PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref : \_\_\_\_\_

Bank Guarantee No: \_\_\_\_\_

Date: \_\_\_\_\_

To

AIRPORTS AUTHORITY OF INDIA  
CHENNAI AIRPORT,  
CHENNAI-600 016

Dear Sirs,

In consideration of the Airports Authority of India (hereinafter referred to as the Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s

---

\_\_\_\_\_ hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context of meaning thereof, include its successors, administrators executors and assigns), a contract bearing No. \_ dated \_ valued at \_\_\_\_\_ for \_\_\_\_\_ and the contractor having (scope of contract) agreed to provide a Contract Performance of the entire Contract equivalent to \_\_\_\_\_ (3 percent) of the said value of the Contract to the Owner. We at \_\_\_\_\_ (hereinafter referred to as the 'BANK', which expression shall, unless repugnant to the context or meaning thereof, include the successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contractor to the extent of \_\_\_\_\_ as aforesaid at any time up to \_ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the owner the Bank shall be conclusive and binding notwithstanding any difference between the owner and contractor or any dispute pending before any court, tribunal or any authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee. The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in then or of any right which they might have against the Contractor, And to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course of or remedy or security available to the Owner.

The Bank shall not be released of its obligations under these presents by any exercise by the Owner or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractors liabilities.

Notwithstanding anything mentioned herein above our liability under this guarantee is restricted to Rs. \_ and it shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year), as instructed by the buyer and as desired by M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

WITNESS

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

(Bank's Rubber Stamp)

Official address \_\_\_\_\_

Name \_\_\_\_\_

Designation with Bank Seal  
Attorney as per Power of

Dated \_\_\_\_\_

Attorney No. \_\_\_\_\_

**ANNEXURE - VIII**

Request letter, Transmission of Bank Guarantee cover Message to be submitted by applicant to BG Issuing banks

Date: \_\_\_\_\_

The Manager,

(Bank)

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear sir/Madam,

I/We, \_\_\_\_\_, request you to include unique identifier \_\_\_\_\_ in field 7037 of the SFMS cover messages IFN 760COV (for BG issuance) and IFN 767COV (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank- IFSC-ICIC0000007).

Thanking You,

\_\_\_\_\_

(Vendor/Customer/Concessionaire)

**ANNEXURE - IX**

Power of Attorney Format for the Authorized Person(s)

(Bidder shall submit irrevocable power of attorney on a non-judicial stamp paper of Rs.100/- signed by authorized signatory as per Memorandum of Articles authorizing the persons, who are signing this bid on behalf of the company)

**POWER OF ATTORNEY**

By this POWER OF ATTORNEY executed on \_\_\_\_\_, we, \_\_\_\_\_, a Company incorporated under the provisions of companies Act, 1956 having its Registered Office at (hereinafter referred to as the 'Company') do hereby severally appoint, constitute and nominate, \_\_\_\_\_ official(s) of the Company, so long as they are in the employment of the Company (hereinafter referred to as the 'Attorneys') to sign agreement and documents with regard e-tender No. XX/ Provision of Cable TV Connectivity at Chennai Airport due on \_\_\_\_\_ received from Airports Authority of India, Rajiv Gandhi Bhawan, Civil Aviation, Safdarjung Airport, New Admin Block, Safdarjung Airport, New Delhi – 110 003 for " Man power support and ARC for Electronics works at Terminal building, Chennai Airport and to do all other acts, deeds and things the said Attorneys may consider expedient to enforce and secure fulfilment of any such agreement in the name and on behalf of the Company.

AND THE COMPANY hereby agrees to ratify and confirm all acts, deeds and things the said Attorneys shall lawfully do by virtue of these authorities hereby conferred.

IN WITNESS WHEREOF, this deed has been signed and delivered on the day, month and year first above written by Mr.\_\_\_\_Secretary of the Company/Authorized Signatory, duly authorized by the Board of Directors of the Company vide it's resolution passed in this regard.

By order of the Board

For \_\_\_\_\_  
( \_\_\_\_\_ )

Company Secretary/Authorized Signatory

Witness

- 1.
- 2.

Attorney Signature of Mr. \_\_\_\_\_ Attorney Signature of  
Mr. \_\_\_\_\_

(Attested)  
( \_\_\_\_\_ )

**CERTIFICATE OF NETWORTH FROM CHARTERED ACCOUNTANT**

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year ....., the Net Worth of M/s..... (Name & Registered Address of individual/ firm/ company), as on..... (the relevant date) is Rs..... after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on ..... (the relevant date)."

Signature of Chartered Accountant

.....

Name of Chartered Accountant

.....

Membership No. of ICAI

.....

Date and Seal

**PRE CONTRACT INTEGRITY PACT**

This Pact made this .....day of ..... between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act, 1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at ..... in India, hereinafter called the Authority ( which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors, 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

-----". 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.

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 BIDDERS, 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 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/Contactor 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/Contactor 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 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 BIDDERS 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 subcontractor(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 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.
  - 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.

- 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.
- 8.10 A person signing integrity Pact shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.
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 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 \_\_\_\_\_

Buyer	BIDDER
Name of the Officer	CHIEF EXECUTIVE OFFICER
Designation	
Deptt./Ministry/PSU	
Witness	Witness
1. _____	1. _____
2. _____	2. _____

**AAI BANK ACCOUNT DETAILS**

1.	BENEFICIARY NAME	AIRPORTS AUTHORITY OF INDIA
2.	BENEFICIARY ACCOUNT NUMBER	00040350003736
3.	ACCOUNT CURRENCY	INR
4.	IBAN/TYPE OF ACCOUNT	CURRENT ACCOUNT
5.	BENEFICIARY BANK NAME	HDFC BANK LIMITED
6.	BENEFICIARY BANK BRANCH NAME	ITC CENTRE BRANCH
7.	BENEFICIARY BANK SWIFT BIC	HDFCINBBCHE
8.	BENEFICIARY BANK ADDRESS	ANNA SALAI, CHENNAI – 600 002
9.	BENEFICIARY COUNTRY CODE/MICR	600240002
10.	BENEFICIARY BANK DOMESTIC CLEARING CODE	HDFC0000004
11.	BENEFICIARY NAME & ADDRESS	AIRPORTS AUTHORITY OF INDIA OPERATIONAL OFFICES COMPLEX CHENNAI AIRPORT CHENNAI – 600 016
12.	BENEFICIARY PAN NO	AAACA6412D
13.	BENEFICIARY GST NO	33AAACA6412D2ZE
14.	BENEFICIARY EMAIL IDS	rgowri@aai.aero sridharp@aai.aero prias@aai.aero

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