



## NOTICE INVITING TENDER

*For*

*Job Contract for  
Bird and Animal Hazard Control  
at D.A.B.H. Airport, Indore  
Year 2018-19*



भारतीय विमानपत्तन प्राधिकरण  
AIRPORTS AUTHORITY OF INDIA



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**AIRPORTS AUTHORITY OF INDIA**  
*D.A.B.H. Airport, Indore*

**INDEX**

**NAME OF WORK: Job contract for Bird and Animal Hazard  
Control at D.A.B.H. Airport, Indore.  
YEAR 2018-19**

<b>Sr. No.</b>	<b>Description</b>	<b>PageNo.</b>
1.	Schedule A- Details of work	4 -5
2.	Notice Inviting Tender	6-10
3.	Tender Form	11-14
4.	Schedule of Quantity	15
5.	General Conditions of the Contract	16-25
6.	Special Conditions of the Contract	26-29
7.	Arbitration and Laws	30-31
8.	Acceptance Letter (Annexure-I)	32
9.	Agreement Form	33-36



**AIRPORTS AUTHORITY OF INDIA**  
*D.A.B.H. Airport, Indore*

E-Bid No:- 2018\_AAI\_11410\_1

**Schedule A- Details of work**

**NAME OF WORK: Job contract for Bird and Animal  
Hazard Control at D.A.B.H. Airport, Indore  
Year 2018-19.**

ESTIMATED COST	:	<b>Rs. 33,11,940.00/-</b> <b>(Rs. Thirty Three Lakhs Eleven Thousand Nine Hundred Forty Only)</b> (excluding PF, ESI, Bonus & applicable GST)
EARNEST MONEY DEPOSIT (EMD)	:	Rs. 66,239/-
CONTRACT PERIOD	:	12(Twelve) Months
TENDER COST	:	Rs. 1180/- including GST (Non- refundable)
LAST DATE OF SALE OF TENDER (Through payment gateway of e-portal)	:	11/06/2018



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## **Scope of Work :-**

Carry out Bird and Animal Hazard Control inside operational area of D.A.B.H. Airport, Indore.

- a. By deploying Bird Chasers (12 Nos. unskilled Bird Chasers and 3 skilled Supervisors per day (24 Hrs.) in three shifts (each shift of 08 Hrs.) for 365 days i.e. 12 months.
- b. By bursting of crackers and operation of Laser guns/Six Shot Launcher, use of Lathis etc.
- c. To remove dead/injured bird/animal, cracker residual, plastic item such as bottles wrappers from the runway and the surrounding area within the operational area.
- d. Procurement, Storage and Supply of Crackers.

For details visit website [www.aai.aero](http://www.aai.aero).



# AIRPORTS AUTHORITY OF INDIA

*D.A.B.H. Airport, Indore*

## **NOTICE INVITING TENDER**

### **E Bid No.:**

1. Item rate tenders are invited through the e-tendering portal

<https://etender.gov.in/e procure/app> by AGM (ATM), D.A.B.H. Airport, Indore, Indore on behalf of the Chairman, AAI, from **registered agencies**, for the work of “ **Job contract for Bird and Animal Hazard Control at D.A.B.H. Airport, Indore Year 2018-19** ” at an estimated cost of **Rs.33,11,940/-** with period of completion Twelve Months (01 Year).

The tendering process is online at e-portal URL address <https://etender.gov.in/e procure/app> or [www.aai.aero](http://www.aai.aero). Aspiring bidders may go through the tender document by login the CPP Portal.

Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Guidelines for bidders", register themselves at AAI e-tendering portal, obtain 'User ID' & 'Password' and go through the 'Self Help Files' available in the Home Page after log in to the portal <https://etender.gov.in/e procure/app> or [www.aai.aero](http://www.aai.aero) . They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days time. The tenderer may also take guidance from AAI Help Desk Support.

For any technical assistance with regard to functioning of CPP Portal, the bidder may contact to following AAI help desk number between 08.00 hrs to 19.00hrs :

011-24632950, Ext: 3512, 3505 & 3523; E.Mail address: [eprochelp@aai.aero](mailto:eprochelp@aai.aero);  
[sanjeevkumar@aai.aero](mailto:sanjeevkumar@aai.aero)

Tender fees of Rs 1180/- (including GST ) non-refundable will be required to be paid by way of offline in the form of Demand Draft / Bankers cheque in favour of “**AIRPORTS**



**AUTHORITY OF INDIA”** payable at Indore from Nationalized or Scheduled bank (but not from Co-operative or Gramin Bank). Last date and time of submission of sale of tender documents is **11.06.2018 up to 1800 hrs.**

**EMD of the value Rs. 66,239/- shall be accepted** offline in the form of Demand Draft / Bankers cheque in favour of **“AIRPORTS AUTHORITY OF INDIA”** payable at Indore from Nationalized or Scheduled bank (but not from Co-operative or Gramin Bank).

The original Demand Draft/ any other accepted instruments against Tender Fee & EMD should be sent to the O/o AGM (ATM), Airports Authority of India, D.A.B.H. Airport, Indore, Indore-452005 before due date and time as specified in the tender document. The details of Demand Draft physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

2. a) Criteria for participation in the tender : -
- i) Holding of PAN Number, GST registration
  - ii) Employees provident Fund Registration
  - iii) Employee State Insurance Corporation Registration
  - iv) Valid License for procurement and storing crackers or an undertaking on Rs.100/- stamp paper that it shall acquire this license in its own name within 15 days of issue of work order or submit an undertaking to use this license in other's name with explicit authorization in writing.
  - v) Proof of valid labour license under contract labour (Regulation and Abolition) Act, 1970, Employees Provident Fund Registration, Employee State Insurance Corporation Registration, GST Registration and proof of up to date remittances to ESI, PF and GST Authorities or an undertaking on a stamp paper of Rs.100/-to submit all above referred documents within 15 days from the date of issue of work order/award letter.
  - vi) Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered) with satisfactory performance certificate of at least three works for each of Rs. 13.25 Lac or two works, each of Rs. 16.56 Lac or one work of Rs. 26.50 Lac in single contract during last seven years ending on last date of submission of e-Bid.



Client certificate for experience should show the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.

- b) A party or an individual falling under the following categories is not eligible:
- i) Having outstanding dues in respect of any contract with Airports Authority of India at any airport under its administrative control.
  - ii) Debarred/black-listed by Central Vigilance Commission, Central Bureau of Investigation or by Airports Authority of India.
  - iii) Parties facing action under PPE Act, with AAI.

3. Following two envelopes shall be submitted through on-line at e-portal by the bidder. Last date and time of submission of bids (Envelope I & II) is **11.06.2018 up to 1800 hrs.**

**Envelope I:** - The tenderer shall submit duly signed scanned copy of the documents as listed in point no. 2(a) (i) to (vi) of AAI's Tender Conditions in support of their qualifying criteria mentioned in the "PQQ folder" in Technical Bid / Attachments Section in the portal. Uploading of document in location other than specified above shall not be considered. Hard copy of document shall not be entertained.

Scanned copy of the Earnest Money Deposit value **Rs 66,239/-** to be submitted in the "Tech Bid Folder" in Technical Bid Attachment section of e-tendering portal along with the Unconditional Acceptance as per Annexure -1 of the AAI's Tender Conditions.

**Envelope II:** - The Financial e- Bid shall be submitted in "Items" section of e-tendering portal.

4. Bid Opening process is as below:

**Envelope I containing scanned copies of the following documents**



1. Duly signed scanned copy of the documents as listed in point no. 2(a) (i) to (vi) of AAI's Tender Conditions in support of their qualifying criteria.
2. Scanned Copy of the EMD along with duly signed Scanned Copy of the Unconditional Acceptance as per Annexure -1.

**If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope I, he will be asked to provide it through CPP portal.** The bidder shall upload the requisite clarification / documents within specified time by AAI, failing which the tender will be liable to be rejected.

**Envelope II:** - The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be as per the **Critical Date Sheet** (Depending on Technical Bid evaluation any changes in the date shall be intimated through CPP Portal).

### **CRITICAL DATE SHEET**

Published Date	04.06.2018	1700 hrs
Bid Document Download /Sale Start Date	04.06.2018	1700 hrs
Clarification Start Date	04.06.2018	1700 hrs
Clarification End Date	07.06.2018	1800 hrs
Bid Submission Start Date	04.06.2018	1700 hrs
Bid Submission End Date	11.06.2018	1800 hrs
Bid Opening Date & Time (Envelope-1)	15.06.2018	1100 hrs
Last Date and Time of submission of original Demand Draft against EMD and Tender Fees, Duly Signed Unconditional Acceptance Letter as per Annexure -1	14.06.2018	1800 hrs
Bid Opening Date & Time (Envelope-II) Financial Bid	Shall be intimated to successful bidders through CPP portal.	



5. AAI reserves the right to accept or reject any or all applications without assigning any reason. AAI also reserves the right to call off the process of tendering at any stage without assigning any reason.
6. The contractor after submitting Unconditional Acceptance in Enevelope-1 as per Annexure-1, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document. In case, these provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
7. AAI reserves the right to disallow issue of tender documents to working agencies whose performance at ongoing works / project(s) is below par or unusually poor and has been issued letter to restrain/ temporary /permanent debar by any department of AAI. AAI reserve the right to verify the credentials submitted by the applicant/agency at any stage (before or after the award of the work). If at any stage, any information / documents submitted by the applicant/agency is found to be false, or have some discrepancy which disqualifies the firm, then AAI shall take following action:
  - i) Forfeit the entire amount of EMD submitted by the firm.
  - ii) The agency shall be liable for debarment from the tendering in AAI, apart from any other appropriate contractual / legal action.

**AGM (ATM)**  
**In-charge (ATC)**  
**Airports Authority of India,**  
**D.A.B.H. Airport, Indore.**



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**AIRPORTS AUTHORITY OF INDIA**  
*D.A.B.H. Airport, Indore*

**FORM OF TENDER**

Document issued to:

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(THIS FORM IN ORIGINAL SHOULD BE SUBMITTED IN COVER NO. '2')

**TENDER FOR “JOB CONTRACT FOR BIRD AND ANIMAL HAZARD CONTROL AT D.A.B.H. AIRPORT, INDORE YEAR 2018-19”**

1. Name & Address of Tenderer (IN BLOCK LETTERS)

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- A.** This tender is for the award of Job contract for Bird and Animal Hazard Control at D.A.B.H. Airport, Indore for a period of one year (Twelve Months) from the date of commencement.
- B.** It is made on the understanding that I/we shall carryout Bird and Animal Hazard Control inside operational area of D.A.B.H. Airport, Indore.
- a. By deploying Bird Chasers [12 Nos. unskilled Bird Chasers and 3 skilled Supervisors per day (24 Hrs.) in three shifts (each shift of 08 Hrs.) for 365 days i.e. 12 months.]
  - b. By bursting of crackers and operation of Laser guns/Six Shot Launcher, use of Lathis etc.
  - c. To remove dead/injured bird/animals, cracker residual, plastic item such as bottles wrappers from the runway and the surrounding area within the operational area.
  - d. Procurement, Storage and Supply of Crackers.



C. It is made on the understanding that I/ We shall supply 12 Nos. unskilled Bird Chasers and 3 skilled Supervisors per day (24 Hrs.) in three shifts (each shift of 08 Hrs.) for 365 days i.e. 12 months.

2. My / Our concern, which functions under the name and style of \_\_\_\_\_, is a Limited/Pvt. Limited/ partnership firm/Co-operative society/Hindu Undivided Family /Sole proprietary concern and holds a license as a Contractor under the Contract Labour Act.

- i) a) License No. : \_\_\_\_\_  
b) Date of Issue : \_\_\_\_\_  
c) Validity : \_\_\_\_\_  
d) Total No. of workmen : \_\_\_\_\_

ii) Application for registering as a contractor will be made under the Contract Labour (Abolition & Regulation) Act 1970 as and when required.

3. I/We quote the following charges in “**SCHEDULE OF QUANTITIES**” payable to me/us by the Airports Authority of India in consideration of the above job contract.

**Note:**

- I. All tendered rates are excluding GST. EPF, ESI & Bonus contribution payable by the Contractor as per notification from Chief Labour Commissioner (Centre) including amendment issued time to time.
- II. The EPF, ESI and Bonus amount paid to the statutory authorities by the Contractor shall be claimed on actual basis on submission of documentary evidence. GST component will be paid by contractor and will be re-imbursed on production of valid tax invoice.

4. I/We agree that EMD paid by me/us may be forfeited by Airports Authority of India in the event of failure of any conditions stipulated in the Notice Inviting Tender.

5. Details of contract, if any, held at any airport, in own name or in the name of spouse, children, parents, grandchildren, brothers, sisters or any other near relatives:



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- a) Nature of License(s)/contract(s)held \_\_\_\_\_
- b) Place of License \_\_\_\_\_
- c) Period of License(s)/Contract(s) \_\_\_\_\_
- d) Clearance Certificate from the \_\_\_\_\_  
Station-In-charge in respect of \_\_\_\_\_  
'NO DUES' to be attached.
- e) Name and address of the \_\_\_\_\_  
Spouse/Legal heirs of the \_\_\_\_\_  
Tenderer.
6. In the event of the contract being awarded to me/us, we also undertake to execute the agreement as prescribed by Authority and abide by the Terms and Conditions of the Agreement.
7. The complete tender document consisting of NIT, General Conditions, Special Conditions, Tender Form and Work Order shall constitute as the part of Agreement.
8. This offer is valid up to 90 days after opening of tender. .

TENDERER'S SIGNATURE.....

WITNESS NO.1

(SIGNATURE & NAME).....

O/o The Airport Director, DABH Airport, Indore-452005 Phone No. 0731-2629455, FAX-0731-2620278



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WITNESS NO.2

(SIGNATURE & NAME).....

FULL NAME & ADDRESS OF TENDERERS

\_\_\_\_\_  
\_\_\_\_\_

MOBILE NO. \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

RESIDENTIAL ADDRESS \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## Schedule of Quantity

Item No	Description of item	Qty	Unit	Remarks
1	Provision of Manpower (03 No. Supervisor and 12 Nos. bird chasers) for bird/animal hazard control inside operational area of DABH Airport Indore by bursting of crackers ,use of laser gun/six shot launcher ,lathis and zone guns on all days as per terms and conditions of Tender and operational requirement of AAI.	12	Month	
2	Provision of required quantity of Good Quality Anil Dynamite crackers for bird/animal hazard control as per site requirement for effective bird & animal hazard control. Tentative quantities of crackers are approximately 150 packets per month with packets containing 10 crackers in each packet.	12	Month	



## **GENERAL CONDITIONS OF CONTRACT**

1. The work in general shall be carried out to the satisfaction of AAI. GST is to be paid by contractor only. EPF, ESI and Bonus amount shall be paid by contractor. EPF contribution by contractor, ESI and Bonus amount will be reimbursable on submission of documentary proofs.
2. As the site of the work is in the restricted area, the contractor is required to obtain Photo Identity Card (PIC) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through AAI. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable/enforced from time to time shall be complied with at no extra cost. No claim what so ever on this shall be allowed. Incidental expenses incurred towards PIC shall be borne by the contractor.
3. The work shall be carried out in the manner complying in all respects with the requirements of relevant bye laws of the local body under the jurisdiction of the work which the work is to be executed and nothing extra shall be paid on this account.
4. The Contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
5. Payment will be made monthly after submission of valid GST tax invoice along with the necessary documents like EPF challan, ESI challan, copy of wage register, copy of roster etc. for the executed work in previous month.
6. The Contractor shall execute his work in such a manner that no damage is made to the existing structure.



7. The Contractor shall be responsible for the watch and ward of the material provided by him against pilferage and breakage during the period of the Contract and there after till the work is physically handed over to the department, if any normal wear and tear is noticed, the same shall be repaired at the cost of Contractor, and the amounts quantified by AAI towards the same shall be final and binding.
8. The work is required to be executed in the Airport, which is very important area where both speed and quality of execution are to be maintained by the Contractor.
9. The Contractor shall at their own cost and expenses furnish and provide for rendering services covered by this agreement to the entire satisfaction of Officer-In-charge. The work shall be carried out on all days including Sundays and Holidays.
10. Airports Authority of India shall not be responsible for any loss of man/material used by the contractor at site. AAI will not be responsible for any damage/injury caused to Bird chasers while on duty on operational area due to wild life activity/fire etc.
11. If at any time the work or conduct of any worker is found unsatisfactory by AAI, such persons shall be removed by the Contractor immediately with suitable substitute.
12. The Contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty.
13. **UNIFORMS:** The contractor shall provide 02 sets of uniforms for each manpower(including one pair of shoes) with high visibility jackets (02 nos for each person ) of orange colour for each of his work force with 'BIRD CHASER' written at the back in black colour with the colour and scheme pattern approved by the authority. The Contractor shall ensure that the work force deployed by him wears such uniform while on duty. The uniform shall be clean and ironed. Any failure on this account shall attract penalty. Raincoat and gumboot are mandatory for the monsoon period which shall be provided by contractor to all bird chasers individually. Lathi, Plastic bag, Torch shall also be provided by the contractor.



**Other Ancillary items** are to be provided by the contractor to each bird chaser for proper working in operational area viz. Cap, Whistle, Heavy duty torch, Umbrella etc.

14. The In-Charge or an officer nominated by Airports Authority of India shall be authorized to discuss with the Supervisor of the Contractor/Contractor at the premises of Airports Authority of India for any failure of service or any ancillary issue relating to this work. Similarly, the authorized supervisor of the Contractor when required shall submit details of the work executed and other matters concerning the above work to the In Charge or to the officer nominated by Airports Authority of India. Authorized Supervisor shall maintain daily attendance register, wage register, daily log book etc. and shall submit to the ATC In-charge on daily basis for checking and verification etc.
15. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and competence to maintain the normal operations.
16. That except the amount of contract mentioned, the Contractor shall not be entitled to any other consideration or remuneration or allowances or benefits in cash or in any kind for the services provided by the Contractor.
17. If any portion of the works has been given on a piece-work basis and the cost of such work has increased because of the increase of the same, AAI shall discuss the same with the contractor and re-fix service charges for the same. The decision of AAI in this regard shall be final and binding to the parties hereto.
18. AAI will have the right to recover the damages/losses at its discretion, terminate the contract in part or full and get it executed through some other agency, at contractor's risks and costs, in the event of non-performance, non-fulfillment of contractual terms or breach of contract, namely but not limited to:
  - 1 If the contractor fails or neglects to execute the work and/or,
  - 2 If the progress of the work is not satisfactory and/or,

O/o The Airport Director, DABH Airport, Indore-452005 Phone No. 0731-2629455, FAX-0731-2620278



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- 3 Non-fulfillment of any of the terms and conditions of the contract.
19. If the contractor does not deploy adequate manpower for the services stipulated under the contract, AAI will have the right to employ people from any alternate source and recover the extra cost incurred from any of contractor's bill/s or Security Deposit. AAI reserves the right to terminate the contract without assigning any reasons or without payment of compensation. The decision of AAI in this regard, shall be final and binding to the contractor.
20. The contractor is not appointed as an exclusive party for this job and AAI reserves the right to appoint one or more agencies.
21. The Contractor, his servants and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport/aerodrome/landing ground subject to such rules and regulations as may be imposed by the Authorities of the airport/aerodrome/landing grounds.
22. The Contractor performing the covenants herein contained and on his part to be performed, shall and may peaceably possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said terms, without any lawful interruption from or by the Authority or any person claiming under the Authority.
23. If the Contractor or Authority shall desire to terminate this agreement, he shall give one calendar month's (30 days) notice in writing of such desire and shall up to the time of such termination, pay the amounts due and perform and observe the covenants on his part herein before contained, then immediately on the expiration of such notice, this contract shall cease but without prejudice to the rights and remedies to which the Authority or the Party has become entitled in respect of any antecedent claim or breach of the covenant.
24. Any notice required to be served on the Contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.



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25. The period of notice given under this agreement will count from the date of receipt of notice by either side.
26. Subject as herein before otherwise provided all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director or any other officer for the time being authorized by or entrusted with functions, duties and powers of the Airport Director in respect of Airport under his charge.
27. The Contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall he, witness such written consent as aforesaid or transfer this contract or any part thereof.
28. The Contractor shall comply with the requirements of all standard Health Clauses including those given below:-
- i) The Contractor shall notify to Airport Director whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Director may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary. The expenses towards medical examination have to be borne by the contractor.
  - ii) The Contractor, his agents and servants shall not abuse the water sources and drainage facilities provided in the airport area so as to create nuisance or in sanitary situation, prejudicial to the public health.
  - iii) The Contractor, his agents and servants shall not throw any waste like plastic bottles, gutka-covers or any other eatables in the airport premises.



29. The Contractor shall employ only such manpower as shall have good character and be well behaved and skillful in their business. He shall furnish the Authority in writing with the names, photographs (3copies), parentage, age, residence and specimen signature or thumb impression of all manpower who he proposes to employ. The manpower employed by him shall be under the general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry and exit from the premises. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.
30. The Contractor will during the continuance of this contract insure against any claims for workman's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such Insurance company as the Authority shall approve of and shall produce for inspection on demand by Authority all policies in respect thereof and the receipts from time to time for current premium. He shall pay employees at least minimum wages etc., as prescribed by Central from time to time.
31. In the case of such breach of terms of this contract as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement may not be terminated, the Authority may at its discretion recover compensation from the Contract or upto the limit of security deposit of the contract. The decision of the Authority in this respect will be final and binding on the Contractor.
32. The Contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen's Compensation Act 1923 and Industrial Disputes Act 1947 or any modifications thereof or any other law relating thereto and rules made there under from time to time. 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.



33. Minimum wages shall be paid to all skilled and unskilled staff as per applicable wage circular issued from time to time by Labour ministry. Difference of labour wages will be paid to contractor in case of rise of wages at any stage of contract.
34. The contractor shall be responsible for all matters arising out of the performance of the contract and shall comply and adhere to, at their expense with all laws/act/enactment/orders/regulations/statutory obligations, whatsoever of the Government of India/State Government any statutory or non-statutory authority. The contractor shall indemnify and keep indemnified and save AAI harmless against all liabilities in this respect. The contractor shall be fully responsible for the work, conduct, supervision and control of all their own personnel and AAI shall in no way be held liable and responsible for supervision, control, etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over contract awarded to them and the persons engaged for the purpose under this contract, the contractor shall be responsible and liable under the provisions of civil and criminal laws etc. for their work, behavior and Industrial Relation problems and AAI shall have no responsibility whatsoever on this account.
35. In the event of any breach of the terms and conditions and duties to be performed by the Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all times during the continuance of this contract, be the above said sum. On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to him without interest.
36. If the Contractor shall at any time fail or neglect to perform and observe any of the terms and conditions and covenants herein contained and on his part to be observed and performed or in the event of his being adjudged insolvent or any order appointing a Receiver is made under the Insolvency Act against him, then and in any such case, the Authority may without prejudice to other rights and remedies by giving fifteen days' notice in writing to the contractor terminate this agreement and the contractor shall upon such determination peacefully give up the contract and make over vacant possession of any premises made over



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to him for carrying on his business/service without any right to compensation whatsoever and thereupon this agreement shall absolutely determine without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach of terms, conditions and covenants by him.

37. This contract may be terminated by the Authority by giving one calendar month's (30days) notice in writing given at any time without assigning any reason. If this agreement is so terminated all the structures, installations, equipment and all other things whatsoever brought by the contractor shall be removed by the contractor and the premises shall be delivered upto the Authority without claiming any compensation whatsoever provided that the Authority shall have the absolute option of purchasing the said structures or installations on the said space or any part of them at a valuation to be agreed between the Authority and the licensee and in case of disagreement to be fixed by arbitration as provided in this agreement.
38. If the Contract or is an individual or a proprietary concern and the individual or proprietor dies and if the Contract or is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without AAI being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation, AAI shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.
39. The contract hereby granted shall not be construed in any way as giving or creating any other right or interest in the said space building(s)/land/garden/tank/premises to or in favour of the contractor but shall be construed to be only as a contract on terms and conditions herein contained.



40. All disputes and differences arising out of or in any way touching or concerning this agreement [except those decisions whereof is otherwise herein before expressly provided for or to which the “Chapter-VA of the Airports Authority of India, Act 1994 (as amended in 2003)”] and the rules framed there under which are now enforced or which may hereafter come into force are applicable, shall be referred to the sole arbitration of a person to be appointed by the Chairman of the Authority or in case the designation of Chairman is changed or his office is abolished, by the person for the time being entrusted whether or not in addition to other functions of the Chairman, Airports Authority of India by whatever designation such person may be called and if the Arbitrator so appointed is unable or unwilling to act, to the sole arbitration of some other person to be similarly appointed and willing to act as such arbitrator. There will be no objection to any such appointments that the Arbitrator so appointed is a servant of the Authority that he had to deal with the matters to which this agreement relates and that in the course of his duties as such servant of the Authority he had expressed views on all or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding on the parties. The arbitrator may with the consent of the parties enlarge from time to time, the time for making and publishing the award.
41. The tenderer shall acquaint him with the proposed site of work, its approach roads, working space available before quoting his rates.
42. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arises then Contractor shall be liable to borne for the expenses and result of such litigation.
43. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any Damage to such properties. He shall make good, at his cost and to the satisfaction of the ATC In-Charge, any damage to AAI property or public or private property whatsoever caused thereon by the contractor.



44. No inflammable materials shall generally be allowed to be stored at site. However reasonable quantity may be permitted for storage subject to the compliance of all rules & instructions issued by the competent authorities and as per the direction of ATC in- Charge. Contractor shall take suitable measures for safety and fire hazard prevention at storage site.
45. In the event of any restrictions being imposed by the Security Agency, AAI or any other authority having jurisdiction in the area on the working or movement of labor/material, the Contractor shall follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to make up by generating additional resources etc.
46. No payment shall be made for any damage caused by rain, snowfall, flood or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Government property and in case of any damage he shall make good the same at his own cost.
47. PAYMENTS: Monthly running payments will be made in the following month after deducting any taxes, 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 listed in above point no. (5) and after verification, his bills will be cleared by the AAI. All payments shall be made by A/c payee Cheque /NEFT/RTGS Only.
48. Monthly wage payment will be made to Bird chasers/supervisors by the contractor on or before 7<sup>th</sup> of each month. The proofs (salary deposit bank statement) in respect payment made to all bird chasers/supervisors shall also be submitted along with bills to AAI. Without such proofs, no payment will be released.
49. The Contract may be extended for a period of three month on same terms and condition, if services are found satisfactory.



## **SPECIAL CONDITIONS OF THE CONTRACT**

**The scope of work includes Bird and Animal Hazard Control inside operational area of D.A.B.H. Airport, Indore.**

- a. By deploying Bird Chasers (12 Nos. unskilled Bird Chasers and 3 skilled Supervisors per day (24 Hrs.) in three shifts (each shift of 08 Hrs.) for 365 days i.e. 12 months.
  - b. By bursting of crackers and operation of Laser guns/Six Shot Launcher, use of Lathis etc.
  - c. To remove dead/injured bird/animal, cracker residual, plastic item such as bottles wrappers from the runway and the surrounding area within the operational area.
  - d. Procurement, Storage and Supply of Crackers.
1. **Bird and Animal Hazard Control Method:** The Bird and Animal Hazard Control will be done in three shifts, each shift of 08 hours daily as per operational requirement by use of Crackers and operation of Laser guns/Six Shot Launcher, use of Lathis etc. and Contractor's personnel for bird and animal scaring inside operational area of Airport.
  2. This Job Contract is meant to protect aircraft from Bird and Animal/Wildlife Hit. During the period of contract any bird and Animal/Wildlife hit to aircraft on the runway will be treated as contractor's failure and will invite penalty as per Para14. The decision of AAI in this regard shall be final and binding to the parties hereto.
  3. This is a comprehensive job contract for Bird and Animal Hazard Control. Number of persons required has to be as per the AAI's Assessment of Bird and Animal Hazard. However, minimum 05 numbers of bird chasers (un-skilled) in Morning shift, minimum 05 numbers of bird chasers (un-skilled) in Afternoon shift and minimum 02 numbers of bird chasers (un-skilled) in Night shift shall be provided by the contractor. Also, minimum 01 number of Supervisors (skilled) in each shift (three shifts) shall be provided by the contractor. This distribution per shift may vary as per operational requirement or as decided by the ATC in-charge. Contractor shall ensure that Crackers, bombs, etc. are to be used to scare birds whenever bird activity is observed within & around airport during the flight movement at airport and when flights are within vicinity of airport.



4. **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/Animal Hazard Control personnel use the Lathis, Laser guns/six shot launcher for bird/animal scaring. They shall not aim the Laser guns/six shot launcher at any human or aircraft. The training of contractor's personnel for use of Laser guns/six shot launcher shall be done. The contractor shall submit a certificate to this effect prior to commencement of work.
5. **Bird and Animal Scarers:** Bird and animal scaring will be done by trained scarers under specific instruction from ATC.
6. **Removal and Disposal of Dead Birds and Animals:** Removal and disposal of dead birds and animals from inside operational area shall be carried out immediately by the bird 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/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.
7. **Bird and Animals watching and Alerting:** In addition to bird and animals scaring, the job of bird 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 duty ATC officer.
8. 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.



9. This job includes chasing away of dogs or any wildlife/ animals etc. in and outside the Airport Boundary and chase /drive away birds in the vicinity of Runway and Side Strips by bursting crackers and Laser gun etc. as and when required as per exigency of work.
10. The Bird Chaser shall ensure that the birds (kites & vultures) and stray animals (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. 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.
11. Reminders of the burnt Crackers will be removed and operational area will be kept clean.
12. Cautions shall be exercised while using the crackers to avoid the adverse effect on aircraft and grassfire.
13. Contractor shall procure, store & supply crackers. A documented procedure for stock management, accounting, issue and distribution of Crackers to bird chasers on daily basis will be developed as per BCAS guidelines to avoid any misuse of Crackers and Bird/Animals Hazard Control device etc. and shall be made available to this office for record.
- 14. The following penalties will be imposed on the Contractor for the breach of any of the following conditions of the contract.**

S. No.	Type of work / quantity	Penalty
1.	Non wearing of high visibility jackets/Uniform	Rs. 50/- per person per day.
2.	Non provision of lathis for animal / bird chasing	Rs. 50/- per person per day.
3.	Non provision of crackers	Rs. 200/- per person per day.
4.	Non deployment of minimum manpower	Rs. 500/- per person per day.
5.	Failure to control Bird and Animal Hazard ( Bird/ Animal hits the Aircraft )	Rs. 10,000/- per incident.

15. The contractor will ensure that the chasers and supervisors are paid the wages in accordance with prevailing rates as announced by Central Labour Commissioner. Chaser and supervisor will also be paid extra for 3 National Holidays/1Labor Day. Payment of this component should be inclusive in quoted rates. Contractor will also pay the Bonus to



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the chasers and supervisors. The payment of bonus will be reimbursed on actual payment basis on submission of documentary proofs.

16. Contractor shall ensure timely procurement, storage & supply of crackers.
17. Contractor shall ensure minimum numbers of crackers as mentioned in Schedule of Quantities are made available to AAI.
18. In case the numbers of cracker boxes projected in schedule of quantities are insufficient, contractor will provide additional requirement of cracker boxes as per site requirement. Nothing will be paid extra in this regard.
19. Contractor shall ensure supply of crackers for a period of two months at commencement of contract and thereafter continue to supply the crackers in advance for next two months. This system will be maintained throughout the periodicity of contract.
20. The contractor shall ensure to provide good quality Anil dynamite crackers.

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## **ARBITRATION AND LAWS**

### **Arbitration:**

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, drawings specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator as may be appointed by the Regional Executive Director, Western Region of AAI. There will be no objection if the arbitrator so appointed is an employee of AAI and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the appointing authority for arbitrator, as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. In case of disputes arising between two Government of India Undertakings, provisions as contained in Bureau of Public Enterprises letter No.BPE/GL-001/16/MAN-2 (100-75-BPE)(GM-1)dated1.1.1976 and as may be amended from time to time shall apply.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The work under the Contract shall, if reasonably possible continue



during the arbitration proceedings and no payment due or payable to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him.

The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.

**Laws governing the Contract:**

This contract shall be governed by the Indian Laws for the time being in force.

In case of any dispute, Indore, State Madhya Pradesh, would be the legal jurisdiction and will be considered as the place, where the cause of action shall be deemed to have arisen.



**ANNEXURE-I**

**ACCEPTANCE LETTER**

(TO BE SUBMITTED WITH COVER NO-I)  
(Refer Clause 3 & 4 of NIT)

To,  
The AGM(ATM)  
Airports Authority of India,  
DABH Airport, Indore.

Sir,

**ACCEPTANCE OF AAI'S TENDER CONDITIONS**

The tender documents for the work “**Job contract for Bird and Animal Hazard Control at D. A . B . H . Airport, Indore, YEAR 2018-19**” have been sold to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and conditions of the tender documents made available to me/us in the office of AGM(ATM), AAI, DABH Airport, INDORE which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.

1. I/We hereby unconditionally accept(s) the tender conditions of AAI's tender documents in its entirety for the above work.
2. The contents of clause 6 of Notice Inviting Tender of the Tender Documents have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark(s)/conditions(s) (except unconditional rebate on quoted rates if any) in/ along with the Tender Document and the same has been followed in the present case. In case, these provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
3. That, I/We declare that I / We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I will immediately report it to the Appropriate Authority in AAI.
4. The required earnest money as specified in clause-1 of NIT for this work have already been submitted offline.

Yours Faithfully

Date:

(Signature of the tenderer)  
With rubber stamp



**AGREEMENT FOR JOB CONTRACT FOR BIRD AND ANIMAL HAZARD  
CONTROL AT D.A.B.H. AIRPORT, INDORE Year 2018-19**

ARTICLES of agreement made at Indore Airport this .....day of .....BETWEEN **Airports Authority of India** a corporate body constituted by the Central Government under the Airports Authority of India Act (55 of 1994) and having its offices at Rajiv Gandhi Bhawan, Safdarjung Airport, New Delhi – 110 003 and at Civil Aerodrome, Indore hereinafter referred to as the `Authority` which term shall include its Chairman, Director or Controller of Aerodrome /Communications and other Officers, Successors and assigns of the one part AND .....S/o.....carrying on business in the name and style of **M/s.** ..... having its Principal Office at ..... of the other part hereinafter referred to as `Contractor` which shall include his heirs and representatives.

NOW WHEREAS the Authority is desirous of award of work of Animal & Bird chasing in the operational area at D.A.B.H. Airport, Indore which will be provided by Contractor in the vicinity of Runway and side strips of Indore Airport in the operational area. AND WHEREAS Contractor and the Authority hereby mutually agree to the following terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

1. The Contractor hereby agrees to render to the Authority the said services as specified in the Form of Tender, Agreement and its Annexure.
2. This agreement shall be deemed to commence from .....and shall continue to be in force until ..... or earlier as determined by the Authority by giving to the Contractor one calendar Month's written notice of its intention to terminate the same without assigning any reasons.
3. In consideration of the contractor performing the said services, the Authority shall pay the contractor the sum of **Rs...../- (Rupees ..... only) per month** before the 10<sup>th</sup> of every month on submission of the bill by the contractor. The bill should include the details of each payment and affirm to Labour Laws.
4. The Authority shall allow the Contractor, his agents, representatives or employees to enter into the said premises for the purpose of rendering the said services for the authority. The Contractor hereby agrees and undertakes to make good any loss or damage caused to the premises and property by his agents, representatives or employees while rendering the said services.
5. The contractor hereby agrees to employ in his own employment, the necessary work force and supervisory staff required for the purpose of executing the jobs entrusted to him by the laws of the Central/State Government. The Contractor shall meet all the requirements of Contract Labour (Regulation & Abolition) Act 1970 statutory provisions regarding minimum wages and other statutory labour regulations as applicable from time to time.
6. The authority will not be responsible for any injury sustained by Contractor's workers during the performance of their duties and also for any damages or compensation due to any dispute between him and his workers. To comply with all liabilities arising out of any provision of labour Acts/Enactments hitherto in force or enacted from time to time during the execution of this contract, shall be the responsibility of the contractor. Any expenditure incurred by the Authority to face the situation arising



out of his workers will be made good from his bills/security deposit. Furthermore, the contractor shall be responsible for the payment of compensation, insurance etc., if any, in respect of his employment.

7. a) It has been mutually agreed that the present arrangement shall be terminated by either parties by giving one months notice of such desire in writing, no such notice or notice period would be required to be given to the Contractor in case of contravention of any clauses or services by him or his personnel. The decision of Authority in this regard shall be final and binding.  
b) However, In case it is noticed by the Authority that the work carried out by the contractor is not upto the required standard, 2 days written notice will be given to him warning of the bad state of work and asking him to improve upon the standard within this period. In the event of the Authority finding that there is no improvement and the work is not being carried out as per instructions, the contract will be terminated by giving 24 hours notice.
8. The contractor shall pay **Rs .....**/- (**Rs..... only**) being 10% of the contract amount which will be retained by the Authority as security deposit for the due and faithful fulfillment of the contract, at the time of initiation of contract, failing which the same shall be deducted from the first month's wage bill. The security deposit will be refunded Six Months after the satisfactory completion of the contract. No interest shall be payable by the Authority on the amount of security deposit so held. The Authority reserves the right to forfeit fully or partly the security deposit in the event of failure on the part of the contractor to execute the contract or observation of all or any of the terms and conditions.
9. The contractor agrees to undertake the additional jobs other than those specified in the said schedule on the Authority paying such additional charges as may be mutually agreed to between the parties.
10. The contractor agrees to insure the persons deployed against any damage to persons or property due to the commission or omission of any act by the contractor or any person deployed by him.
11. The contractor undertakes to carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards the nature of service or as regards the personnel doing the same, the Authority shall intimate to the Contractor who shall attend to the complaints promptly.
12. The Authority shall give all reasonable facilities to the contractor, his agents, representatives and employees to carry out their obligations to the Authority.
13. The Contractor or his authorized representatives shall report the time of commencement and ceasing of the work to the authorized person(s) named by the Authority wherever applicable.
14. The agents, representatives and employees of the contractor will abide by the Rules & Regulations of the Authority while performing their jobs in the said premises.
15. The contractor shall employ only such manpower who shall have good character and be well behaved and skillful in their work. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen of signature or thumb impression of all manpower who he proposes to employ for the purpose of this agreement before they are so employed and the Authority shall be at liberty to forbid the employment of any person who it may consider desirable. The manpower employed by him shall be under general discipline of the Authority and shall conform to such directions as may be issued by the Authority in respect of points or routes of entry to and exit from the premises and in



respect of the use of toilet and wash rooms. He shall also have the character and antecedents of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.

16. The contractor agrees to obtain at his own cost necessary license etc. from the O/o. the Regional Labour Commissioner (C) Indore as required under contract labour (R&A) Act 1970 and produce the same before commencement of the work. The contractor shall also obtain such license etc. at his cost under the various laws from time to time for performing the necessary job and AAI does not take any liabilities whatsoever on this account. In case of non renewal of any statutory licenses the contractor shall be solely responsible for the consequences and it shall further lead to automatic termination of this arrangement.
17. The contractor shall pay no less than minimum wages to its employees as increased by the Central govt. (whichever is higher) from time to time. **Payment of wages to the contractor's employees shall be made in the bank accounts of the employees supported with bank statement only before 7<sup>th</sup> of every month.**
18. a) The contractor's employee shall have no right whatsoever to claim any employment in AAI & the benefits arising there from & they shall be the contractor's employees for all purposes at all the time. Before deploying any personnel the contractor shall submit an Undertaking from his personnel so deployed that they will not seek employment in AAI.  
b) The employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the AAI and if any kind of such litigation arouses then Contractor shall be liable to borne for the expenses and result of such litigation.
19. The contractor has to produce PF & ESIC certificate every month along with bill to the effect that PF & ESIC has been deposited with appropriate authority in respect of personnel engaged by him.
20. The contractor has gone through the general conditions of contract and the same are accepted by him for the execution of the contract awarded to him.
21. The Contractor agrees to provide uniform, shoes, torch, umbrella & high visibility jackets to the staff to be employed by him as per the pattern and design approved by the Airports Authority of India & other materials as mentioned in the Schedule of Quantities of the said tender.
22. The decision of the Authority with regard to any dispute arising out of this contract shall be final.
23. This contract or benefits and obligations arising out of this contract shall be strictly personal to the contractor and shall not on any account be assignable or transferable except with the consent in writing of the Airports Authority of India.
24. The contractor, his agents and employees would be responsible to carry out the work described and identified in Scope of Work of the said tender.
25. The contractor shall comply with the provision of the Central Government rules & Regulations under minimum wage act 1948, Contract labour (Regulation & Abolitions) Act 1970, Workmen's compensation Act 1923, Industrial dispute Act 1947, Employees state insurance Act 1923, The



Payment of Bonus (Amendment) Act 2015, GST or any modification thereof or any other laws relating thereto and rules made here under from time to time.

26. The complete tender document consisting of NIT, General conditions, Special conditions, Tender form and work order shall constitute as the part of this agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HAND

THIS THE ..... DAY OF .....SIGNED AND DELIVERED BY THE.....**OF**  
**M/S.....**

IN THE PRESENCE OF 1. \_\_\_\_\_  
2. \_\_\_\_\_

SIGNED AND DELIVERED BY \_\_\_\_\_

\_\_\_\_\_

IN THE PRESENCE OF 1. \_\_\_\_\_  
2. \_\_\_\_\_