



TENDER DOCUMENT

NAME OF WORK: JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARING AND ALLIED SERVICES IN THE OPERATIONAL AREA AT SWAMI VIVEKANANDA AIRPORT, RAIPUR.

DGM (Ops)
(Bid Manager)

AIRPORTS AUTHORITY OF INDIA
SWAMI VIVEKANANDA AIRPORT
RAIPUR 492015

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NAME OF WORK: Providing Bird & Animal Scaring and Allied Services in the Operational Area at Swami Vivekananda Airport, Raipur.

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DGM (Ops)

**AIRPORTS AUTHORITY OF INDIA
SWAMI VIVEKANANDA AIRPORT
RAIPUR 492015**

NOTICE INVITING e-TENDER

Item rate tenders are invited through the GeM portal (<https://gem.gov.in/>) by DGM(Ops), AAI, Swami Vivekananda Airport, Raipur on behalf of Chairman, AAI, from eligible agencies for the work “**Job Contract for Providing Bird & Animal Scaring And Allied Services in the Operational Area at Swami Vivekananda Airport, Raipur**” at an estimated cost of Rs. 1,50,61,051 /-[Excluding GST] with period of completion of three (03) years. (further extendable by 2 years on satisfactory work)

The tendering process is online at GeM-portal (URL address: <https://gem.gov.in/>) Aspiring bidders may go through the tender document by logging into GeM Portal. Prospective tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Guidelines for bidders register themselves at GEM e-tendering portal obtain 'User ID & 'Password' and go through the 'Self Help Files 'available in the Home Page after login to the portal <https://gem.gov.in/>. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their Bid/Tender.

1. EMD of the Value of Rs. 1,00,407/- to be paid online in favour of Airports Authority of India. Swami Vivekananda Airport AAI Bank & Account Details for preparation of Demand Draft/Banker's cheque/Insurance Surety Bonds/ Bank Guarantee (BG) are as follows:-

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 (7037)	AAIRAIPUR

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

A. EMD:

EMD of Rs. 1,00,407/- to be paid online. Exemptions to the NSIC/MSEs of MSME Registered bidders will be applicable as per the Government of India Rules & Regulations, subject to meeting the following conditions.

Copy of NSIC/MSEs registration document shall be uploaded along with PQQ documents in place of EMD documents.

2. Following 2 Envelopes shall be submitted through online at Gem-portal by the tenderer.

B. Technical Bid containing the following: -

- i) Agency specialized in similar nature of work and registered with Registrar of Companies/Firms/Central Govt./State Govt.
- ii) Scanned copy of GST Registration.
- iii) Scanned copy of Permanent Account Number (PAN).

- iv) Scanned copy of Unconditional Acceptance of Tender Conditions. (Annexure-B)
- v) Scanned copy of duly notarized affidavit on Non-Judicial stamp paper of Rs. 100 regarding compliance of minimum wages (Annexure-C).
- vi) Scanned copy of Undertaking regarding black listing / debarment on company letterhead. (Annexure-D).
- vii) Companies other than propriety firm shall submit, scanned copy of Authorization letter/ Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/LLPIN/Name of Directors of the Company & copy of Board Resolution regarding Authority to assign Power of Attorney.
Proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.
- viii). Proof of online payment of Earnest Money Deposit in the GeM portal.
- ix). Duly digitally signed tender document.
- x) Declaration (Annexure-E)
- xi) Checklist duly filled (Annexure -A)

C. **Qualifying requirements of contractors/tenderers** containing the following:

- i). Agency should have satisfactorily completed (Work can be completed work / ongoing work and should have at least 1 year of work executed and should have been performed over the last 7 years) three works, each of Rs 20,08,140/-or two works, each of Rs. 25,10,175/- or one work of Rs. 40,16,280/- in single contract of **similar nature of work (i.e. Bird & Animal Scaring And Allied Services at airports / Supply of Manpower)** during last seven years ending on 31.03.2023.
Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. (Work can be completed work/ ongoing work and should have at least 1 year of work executed and should have been performed over the last 7 years). **Tenderers showing work experience certificate from non-government/ non- PSU organizations should submit copy of tax deduction at sources (TDS) certificate(s) in support of their claim for having experience of stipulated value of work.**
- ii). Should have annualized average financial turnover of Rs. 15,06,105 /- against works executed during last three years ending 31.03.2023. **As a proof, CA attested copy of Abridged Balance Sheet along with Profit and Loss Account Statement (CA certificate should bear UDIN) of the tenderer should be submitted along with the application.** Tenderer showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

Scanned copy of all Documents of Envelope-I mentioned above shall be submitted on the GEM Portal.

Envelope II: -The Financial e-Bid through GEM portal

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

3. Bid Submission: -

The tenderer shall submit their application only at GEM portal. Tenderers/Contractors are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as per para 2. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

4. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his son (s) or other close relations who have business relationship with one another [i.e. when one or more partner(s)/director(s) are common] be allowed tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Tenderers who have downloaded the tender from Government e Market Place Portal (GeM) website <https://gem.gov.in/>, shall not tamper/modify the tender from including downloaded price bid template in any manner. In case, if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AAI.

6. Bids Opening Process is as below: -

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

Envelope-I containing documents as per Para 2(A), (B) and (C) (uploaded by the tenderers) shall be opened on date & time mentioned in the GeM portal.

If clarification is needed from the tenderer about the deficiency in his uploaded documents in Envelope-I, he will be asked to provide through GEM portal. The tenderer shall upload the requisite clarification/documents within time specified by AAI, failing which it shall be presumed that bidder does not have anything to submit and bid shall be evaluated accordingly.

Envelope-II (Financial Bid):

Envelope-II containing financial bid of the tenderers found to be meeting the technical criteria and qualifying requirements shall be opened. **(In case the date & time for opening of Envelope-II (Financial bid) is required to be changed, the same shall be intimated through GEM portal).**

7. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
8. AAI reserves the right to disallow the working agencies whose Performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/blacklisting by any department of AAI or Central/State Govt. Depts./PUSs/World Bank/ADB etc. **AAI reserve the right to verify the credential submitted by the tenderer at any stage (before or after the award the work). If at any stage, any information/ documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the tenderer then AAI shall take the following action:**
 - a. Forfeit the entire amount of EMD submitted by the firm.
 - b. The tenderer shall be liable for debarment from tendering in AAI, including termination of the contract apart from any other appropriate contractual/ legal action.
9. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc., to be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up to date amendments shall be applicable. However, splitting of tender is not applicable.
10. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

DGM(Ops)
(Bid Manager) Airports Authority of India,
Swami Vivekananda Airport,
Raipur.

CHECKLIST

(To be uploaded by applicants along with tender application in Envelope 'I')

NAME OF WORK : Providing Bird & Animal scaring and allied services in the operational area at Swami Vivekananda Airport, Raipur.

S No	NIT Parameter	Particulars of firm/contractor
1.	Name and address of the firm/contractor.	Enclosed/Not Enclosed
2.	Authorized Signatory (Name, Designation & Contact No.	Enclosed/Not Enclosed
3.	Proof of payment of EMD through Payment Gateway on the GeM portal. (Payment of EMD is exempted for MSEs. Copy of MSE certificate should be submitted.)	Enclosed/Not Enclosed
4.	Scanned copy of unconditional acceptance letter of AAI's Tender Condition (Annexure-B)	Enclosed/Not Enclosed
5.	Agency specialized in similar nature of work and registered with Registrar of Companies/Firms/Central Govt./State Govt.	Enclosed/Not Enclosed
6.	Self-attested copy of PAN of the firm.	(Documents enclosed herewith at appendix)
7.	Valid GST Registration Certificate	Enclosed/Not Enclosed
8.	Appropriate Valid License/Registration certificate from concerned department of state/Central Govt. for carrying out commercial and domestic pest control work.	Enclosed/Not Enclosed
9.	Scanned copy of duly notarized affidavit on Non-Judicial Stamp paper of Rs.100/-regarding compliance of minimum wages (Annexure C)	Enclosed/Not Enclosed
10.	Scanned copy of Undertaking regarding black listing /debarment on company letter head. (Annexure-D).	Enclosed/Not Enclosed
11.	Power of Attorney/Authorization letter as per point no.B(viii) of clause no.2 of NIT, if applicable	Enclosed/Not Enclosed
12.	Certificate from clients of having satisfactorily completed similar works. (Copy of Completion Certificate issued by Clients, Work Order, BOQ etc. to be uploaded) a) Three Work of Rs. 20,08,140/- OR b) Two Work of Rs. 25,10,175/- OR c) One Work of Rs. 40,16,280 /- in single contract of similar nature of work* during last 7 years ending on 31.03.2023.	(Documents enclosed herewith at appendix)

	* Similar nature of work (i.e. Bird & Animal Scaring And Allied Services at airports / Supply of Manpower)	
13.	Declaration (Annexure E).	Enclosed/Not Enclosed
14.	Financial bid through e-portal. Upload on GeM e-Tendering Portal only.	Enclosed/Not Enclosed
15.	Details of any other information, if any	Enclosed/Not Enclosed

Date:
Place:

Signature
Authorized Signatory of the
Contractor/Firm (Signature with stamp)

AIRPORTS AUTHORITY OF INDIA

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The information useful or submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.

GENERAL CONDITIONS OF CONTRACT

1. The required number of Bird & Animal scarers to perform the work to the satisfaction of Airport Director shall be provided on all days during operational hours of the Airport i.e Operational hrs. 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 provisions of 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. 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 licence obtained as per the provisions of the Contract Labour (R & A) Act 1970.
3. The Contractor shall discharge obligations as provided under various applicable statutory enactments including EPF and miscellaneous provision 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(Central Act XI of 1948), the Payment of Wages Act 1936, the Workmen's Compensation Act 1923, Factory Act, 1948, Payment of Bonus Act, 1965 and other relevant act, rules and regulations, instructions etc issued / enforced from time to time. The contractor shall submit an affidavit as mentioned in the Annex 'C' in stamp paper of Rs. 100/- in respect of the payment of minimum wages and EPF. The cost of the same shall be borne by the contractor.
4. The Contractor has to ensure that the quoted rates shall be as per the minimum wages for the particular work prevailing during the period of contract.
5. The Contractor shall pay the monthly wages and bonus (as applicable) for the workmen engaged for this contract by crediting the wages in their individual bank account after obtaining authorization from the contract workers, in order to ensure transparency and facilitate timely payment. The Contractor should ensure that the bank accounts are opened in respect of each contract labour and their wages are deposited and disbursed through the Bank only.
6. The contractor shall ensure that the disbursement of wages is done on time and the documentary proof to be submitted to AAI.
7. The Contractor shall intimate his PF code no. and ESI Registration No. to AAI and shall continue to have valid PF code no. and ESI Registration No. till actual completion of the contract.
8. Quoted rate of the contractor should be exclusive of all statutory labour components such as EPF, ESI, Bonus, GST and all other applicable taxes as per prevalent State and Central Government Guidelines. ESI,EPF,GST and Bonus (as applicable) will be reimbursed on actual basis subject to submission of documentary evidence and verification of the same. EPF Contributions by the employer are payable on maximum wage ceiling of Rs.15000.00
9. The Contractor shall provide a monthly statement by 20th of every month, showing recoveries of statutory contributions and proof of remittance of EPF/ ESI contributions in respect of workers engaged in contract work. AAI reserves the right to withhold any payment, if ESI and EPF contribution are not paid in time by the contractor and proof to that effect has not been submitted.
10. Escalation of rates is not acceptable during the period of contract except notified increase in minimum wages by Central / State Government.
11. Difference in minimum wages based on actual payment made to workers and difference of mandatory contribution towards EPF & ESIC etc. will be reimbursed to the contractor on revision of minimum wages by Central/State Govt. subject to submission of proof of payments made and subsequent verification of the same. EPF Contributions by the employer are payable on maximum wage ceiling of Rs.15000.00.

12. The Contractor shall provide a list of workers engaged for contract work along with their EPF Account No. and ESI Registration No.
13. In accordance with the Minimum Wages Act 1948, payment of minimum wages to labourers is mandatory. Similarly, deduction of provident fund amount at the prescribed rate and its timely deposit to the P.F. account is a legal obligation under the Contract Labour (Regulations and Abolition) Act , 1970.
14. The contractor shall maintain all registers and records required to be maintained under the various labour enactment and the rules framed therein.
15. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.
16. The contractor shall solely be responsible for payment of monthly wages and other payments due to the personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible for and indemnify the Authority against all charges, claims etc arising out of disputes relating to dues and employment of personnel deployed by him.
17. AAI shall have the right to terminate the contract by giving 30 days notice,if the services provided by the contractor is not found satisfactory. Similarly a written notice of 30 days shall be served by Registered Post or by hand to the contractor,in case of foreclosing/abandoning the contract. Not withstanding the above, the contractor shall however continue to provide the services as required for further 90 days or till new tender is awarded whichever is earlier.
18. The contractor shall have no right to claim any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole.
19. The contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his employees and shall keep AAI indemnified from any compensation/liability.
20. AAI will not be responsible for any injury sustained by contractor's workers during the performance of their duties and also any damages or compensation due to any dispute between him and his workers. All the persons employed shall be insured by the contractor. 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 employees.
21. In respect of all the labours employed directly or indirectly for the works,the contractor at his own expense will arrange for safety provisions to comply with statutory regulations. He shall indemnify AAI against claims for compensations in this respect.
22. The workmen employed by the contractor will have no claim whatsoever on the AAI and shall not raise any industrial dispute, either directly or indirectly with or against AAI, in respect of any of their service conditions so long as they are employed on AAI premises for the execution of the above contract.
23. The contractor shall furnish all the details such as Name, address, photo, age, specimen signature etc of the persons to be employed for the work and AAI shall have the liberty to reject any person.
24. In case it is noticed by the AAI that the work carried out by the contractor is not up to the required standards, written notice will be given to him warning him/her of the bad state of work and asking him/her to improve upon the standards within the period specified by the Airport Director. In the event of the authority finding that there is no improvement and the work is not being carried as per instructions,the authority will have the right to terminate the contract forthwith and forfeit the security deposit.

25. The contractor shall carry out the job as per specifications and to the satisfaction of AAI. In case of complaints in respect of the nature of service or the personnel doing the same, the AAI will intimate to the contractor who shall attend to and sort out the complaints promptly.
26. The contractor's representatives and employees of the contractor shall abide by the Rules and Regulations of the AAI while performing their job in the said premises.
27. The bills submitted by the contractor shall be verified and certified by the Airport Director or his designated officer for the purpose. Proportionate deduction from monthly bills will be made for short supply of manpower and penalty if any.
28. Monthly running payments will be made in the following month after deducting any or all 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.
29. The Contractor, whose tender is accepted, will be required to furnish an amount equal to 10 % of the contract amount of the work as Security Deposit for the fulfillment of the contract, The Security deposit will be accepted by Demand Draft favouring Airports Authority of India, payable at Raipur. Alternatively Security deposit @ 10 % of gross value of the bill will be deducted from the monthly bills. The same will be refunded to the contractor without interest, after one month from the date of completion of the contract and after the completion of all the payments by the Contractor.
30. The Security deposit will also be accepted in the form of Bank Guarantee of Nationalised Bank or any Scheduled Bank (not co-operative or Gramin Bank) in the prescribed form, provided confirmatory advice is enclosed.
31. In order to ensure that there is no liability on the part of AAI, it is agreed between the Parties that Security Deposit deducted will be released without interest after one month from the date of completion of contract on the submission of labour clearance certificate from the concerned authority so that if there is any claim made by workmen regarding their dues, the same can be adjusted against the balance money, so kept, provided the contractor has not paid the said legal dues.
32. Period of contract shall be **Thirty Six (36) Months** from the date of commencement of work. The period of contract can be further extended by Two (02) years on satisfactory performance at the end of the contract, on the same rate, terms and conditions of the contract.
33. 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.
34. The contract agreement shall be executed on a non-judicial stamp paper of value of Rs 100/- and the cost of the same shall be borne by the contractor.
35. Sales tax or any other tax on materials and also on the turn over, if any, in respect of this contract shall be payable by the contractor and AAI will not entertain any claim in whatsoever in this respect.
36. The work shall commence from the 10th day after the date on which written orders to commence work is issued or from the date of handing over of site whichever is later. 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.
37. **Uniform:** The Contractor shall provide Uniform, Reflective jacket, Raincoat, and Gumboots etc to the workers. If the workers of the contractor are not found in uniform at any time during the duty, necessary deduction for not wearing uniform will be made as indicated in special conditions of contract. Torch, gloves and other tools required are also to be supplied by contractor.
38. It shall be the contractor's responsibility to provide all amenities/facilities to the workmen such as canteen services, rest room, drinking water facility, latrines, urinals, first aid and medical facility as under the Contract Labour Act.

39. The contractor shall comply with the security rules and regulations being enforced from time to time at the work place
40. If any of the contractor's workmen employed on AAI premises commit any misconduct, it shall be contractor's responsibility to take disciplinary action against them in accordance with law.
41. **Security:** The contractor and his employees shall abide by security regulation 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.

Necessary entry passes will be obtained from the concerned issuing authorities for working in passenger and non-passenger areas. Applicable fees for obtaining the passes shall be paid by the agency and the rates quoted are inclusive of such fees. Nothing extra shall be paid on this account. The Contractor shall fulfill the following requirements which are mandatory for obtaining Aerodrome Entry Permits (AEPs) prior to the commencement of operations at Raipur Airport:

- i. The Contractor shall obtain Security Clearance (through E-Sahaj portal of Govt. of India/link via BCAS website) for the Company from Bureau of Civil Aviation Security (BCAS).
- ii. The Contractor shall obtain the approval of Entity's Security Program from BCAS.
- iii. The Contractor shall undertake Police Background Checks of the employees recruited and obtain Police Verification Certificate (PVC) from concerned Police Commissioner in respect of their employees (PVC obtained by the individual prior to the employment is not valid). Background checks shall be conducted at all the places of applicant residence in the previous one year and of his criminal history, if any. A valid Indian Passport issued in the previous 05 years shall be considered in lieu of background check, provided there is no change in the residential address.
- iv. After obtaining Police Verification Certificate, the Contractor shall ensure that their employees shall attend one-day AVSEC Awareness Training.

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. Contractor has to ensure deployment of workforce as per tender conditions. AAI will not be responsible for any external influence the contract or may face during deployment of workforce.

42. Force Majeure

42.1 Force Majeure

42.1.1 As used in the Agreement the expression "Force Majeure" or "force Majeure Event" shall mean occurrence in India of any or all of event, as defined in Clause 42.1.2, if it affects the performance by the Party claiming the benefit of Force Majeure ("Affected Party") of its obligations under this Agreement and which act or event

- (i) is beyond the reasonable control of the Affected Party, or
- (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, or
- (iii) has material adverse effect on the Affected Party.

42.1.2 A Force Majeure Event shall mean one or more of the following acts or events:

- (i) national wide lawful strike or lockout by persons other than the Concessionaire's/agency's personnel employees and workmen or
- (ii) acts of God. fire, flood, lightning, storm, tornado, earthquake, landslide, soil erosion. epidemics, pandemics, volcanic activity, tsunami or other natural disaster excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Airport by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the performance of obligations under this Agreement: or
- (iii) loss of or serious accidental damage at the Airport or
- (iv) act of war (whether declared or undeclared), invasion. armed conflict or act of foreign enemy, rebellion, terrorism revolution, insurrection, military or usurped power, blockade, embargo hostilities (whether war declared or not), revolution, not bombs or civil commotion or civil war or
- (v) any act event or circumstance of a nature analogous to the foregoing.

Provided further that none of the following matters or their consequences shall be capable of constituting or causing Force Majeure:

- (i) failure or inability to make any payment or
- (ii) the effect of market conditions unless such market conditions were themselves caused by or were a result of a Force Majeure event, or
- (ii) strikes or labour disputes of any kind or collective bargaining agreements, by/of Concessionaire/agency, resulting in a delay or stoppage of work (other than strikes, labour disputes on a nationwide basis) or
- (iv) economic hardship.

42.2 Duty to Report Force Majeure Event

42.2.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Clause 43 with evidence in support thereof;
- (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- (iii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (iv) any other information relevant to the Affected

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified in accordance with Clause 43, the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the

performance of its obligations under this Agreement.

42.2.2 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 43.2.1, and such other information as the other Party may reasonably request the Affected Party to provide.

42.3 Allocation of Costs Arising out of Force Majeure

42.3.1 Upon occurrence of any Force Majeure Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.

42.3.2 Save and except as expressly provided in this Clause 43, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

42.4 Effect of Force Majeure Event

42.4.1 The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence.

42.4.2 It is agreed by the Parties that when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

42.5 Termination notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, either Party may in its discretion terminate "representation, in its sole discretion issue the Termination Notice." this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 43, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such

43. 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

43.1 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

43.2 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.

- 43.3 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.

44. Novation Clause:

The contract period is 3 year or the date of transfer of the airport under the PPP mode /O&M contract. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else whatsoever.

Obligations relating to Transfer:

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

The Authority shall cause to transfer/novate this Agreement, in favour of such third party, on the principle that such transfer/novation would release Authority of all liabilities and obligations arising from and after the date of transfer/novation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/novation; and 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 Contractors shall be vested in such third party.

SCHEDULE

Reference to General Conditions of Contract: -

Sl. No.	Description	Applicable to this contract
1	Name of work	Job Contract for Providing Bird & Animal scaring and allied services in the Operational Area at Swami Vivekananda Airport, Raipur.
2	Estimated cost of Work	Rs.1,50,61,051/-(Excluding GST)
3	Earnest Money Deposit	Rs. 1,00,407/-
4	Security Deposit	10% of contract value for works.
5	Definitions	
(i)	Office inviting tender	Airport Director, AAI, Swami Vivekananda Airport, Raipur
(ii)	Accepting Authority	As per delegation of power
(iii)	Standard Schedule of Rates	As per market rates.
(iv)	Department	Operations
6	Time allowed for execution of work	36(Thirty Six)months
7	Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined (Deviation)	30%

SPECIAL CONDITIONS OF CONTRACT

1. **Scope of Work/Schedule of Quantity (SOQ):**

The contractor has to provide manpower, machines and consumables as mentioned below:

a) Manpower :

Description	Manpower
Bird/ Animal Chaser (Unskilled)	14 (7 in each shift)
Supervisor (Skilled)	2 (1 in each shift)

b) Machine:

Description	Quantity
Zon Gun	8

c) Consumables:

Description	Quantity
LPG Cylinder	1 cylinder per zon gun
Crackers	10 box (10 pieces per box) per day

Manpower count as mentioned above should be present on all days hence bidder has to quote accordingly.

2. The personnel engaged by the contractor shall be of unblemished character and antecedents, below 50 years of age and physically fit to carry out the work of Bird & Animal scaring and allied services at Swami Vivekananda Airport.

Their duties and responsibilities would be as follows:

- a. To guard the airfield by scaring and chasing the birds/animals/dogs using Fire crackers or other means as advised by the owner from operational area and ensure it is obstruction free.
- b. To remove dead insects/birds/animals from operational area and bury them.
- c. To assist in allied services like grass cutting, removal of grass etc. from operational area as and when required.
- d. To remove foreign objects detected (FOD) from the airfield.
- e. To operate, maintain and repair Zon guns
- f. To carry out other related works.

3. **The agency has to supply, operate and maintain zon guns, cylinders and crackers as per scope of work.** The agency has to refill cylinders as and when required in order to keep the zon guns in serviceable condition at all times during the watch hours.

4. The payment of zon guns, gas cylinders and crackers will be made on actual supply basis.

5. Supervisor shall be responsible on behalf of contractor for deployment of Bird Scarers and shall carry out supervisory duties envisaged under the job contract.

6. Bird scarers will have to undergo local training to meet the job requirements and safety precautions in the operational area.
7. The contractor shall thoroughly brief the bird scarers on restrictions in operational area and train them on bird scaring and allied jobs.
8. The contractor shall deploy one person for every 400 mtrs of runway length or as directed by the authority, bird scarers in each shift as per SOQ, to guard the runway round the clock on all days, in two/three shift pattern. He shall also deploy Supervisors as per SOQ in shift on all days. (Present length of runway is 2286 mtrs which will be extended to 3250 mtrs)
9. The required number of Bird & Animal scarers to perform the work to the satisfaction of Airport Director shall be provided throughout the operational hour of the Airport.
10. The contractor shall supply additional manpower on requirement of AAI based on written requirement from AAI due to likelihood of increased bird activity/animal menace/increased watch hour for which the contractor shall submit separate bills as per this quote.
11. The contractor shall be responsible to scare/chase birds/animals/dogs from airfield/operational area using fire crackers or other means as directed by Airport Director
12. A penalty may be imposed on the contractor on account of unsatisfactory performance, bird strike etc. as mentioned below and this amount will be deducted from the monthly payments of the contractor. Notwithstanding such levy of penalty, the contractor shall be bound to ensure payment of all statutory dues including minimum wages. Decision of the Airport Director in this respect will be final and binding:

Sl.No	Description	Per	Recovery rate per shift per person (in Rs.)
1	Unsatisfactory performance/ absenteeism of Bird scarer	Per instance	900 or minimum wages which ever is higher
2	Unsatisfactory performance/ absenteeism of Supervisor	Per instance	1000 or minimum wages which ever is higher
3	Not wearing proper uniform	Per instance	100
4	Delay/Disruption in flight operation due to bird activity / bird concentration	Per instance	2000
5	Confirmed bird hit	Per instance	5000
6	Unserviceable Zon Gun/Cylinder	Per zone gun per day	800

13. The contractor shall deploy the required number of personnel as specified in scope of work and carry out the work to the satisfaction of Airport Director. If the performance 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 objects detected (FOD), assist in grass cutting, removal of grass, operation of zone gun etc. as and when required and the contractor shall ensure its compliance. The persons so deployed shall not smoke in the operational area.

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UN-CONDITIONAL ACCEPTANCE LETTER

(To be submitted in Envelope-I)

To,
Airport Director,
Airports Authority of India
Swami Vivekananda Airport
Raipur.

ACCEPTANCE OF AAI'S TENDER CONDITIONS

Sir,

The tender documents for the work of “**Job Contract For Providing Bird & Animal Scaring And Allied services in the Operational Area at Swami Vivekananda Airport, Raipur.**”, has been issued to us by Airports Authority of India and I/we hereby certify that I/we have inspected the site and read the entire terms and condition of the tender documents uploaded on GEM portal by the office of Airport Director, AAI, Swami Vivekananda Airport, Raipur-492015, which shall form part of the contract agreement and I/we shall abide by the conditions/clauses contained therein.

- a. I/we hereby unconditionally accept(s) the tender condition of the AAI’s tender documents in it’s entirety for the above work.
- b. The contents of the NIT of tender document have been noted where in it is clarified that after unconditionally accepting the tender conditions and its entirety, it is not permissible to put any remarks / condition (except unconditional rebate on quoted rates if any) in the tender, uploaded in “Envelope No.-I and the same has been followed in the present case. In case, this provision of the tender if found violated after opening “Envelope no.-II” (Financial Bid), 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 entire earnest money deposited.
- c. 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 be immediately report it to the Appropriate Authority in AAI.

Date:.....

Yours faithfully,
(Signature of contractor)
With Rubber Stamp

(To be submitted in Envelope-I)

AFFIDAVIT

I..... (Name), agedyears, 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,.....day
of.....month.....Year.

DEPONENT
(Signature of the Contractor)
With rubber-stamp.

Place:

Date:

Note: *This affidavit is to be attested by a First-Class Magistrate / Notary Public on non-judicial stamp
paper of Rs.100/-.*

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

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

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

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

Place:

Note: Above undertaking is to be given on company's letterhead

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DECLARATION

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

FORM OF BANK GUARANTEE

(To be executed on Non-Judicial Stamp Paper of Rs.100/- by the successful tenderer) _____

WHEREAS by a License Agreement dated _____ made between AIRPORTS AUTHORITY OF INDIA, the Licensor (hereinafter called "the AUTHORITY) of the _____ one part and _____ (herein after referred to as "the Licensee") of the other part, the Authority has granted to the Licensee the license for operating the _____ (complete name and place of work) and the License Fee and Royalty and other charges and for the due and performance of the covenants and conditions as stated or contained in the said License Agreement.

1. Now therefore in consideration of the promises aforesaid and the at the request of the licensee we, _____ do, hereby irrevocably and unconditionally undertake to pay to you, the Authority on demand and without demur or protest and without reference to the Licensee, any sums of money at any time or from time to time demanded by the Authority on account of the License Fee and Royalty and other charges due from the Licensee (inclusive of any costs or expenses and interest) and or by way of losses and damages caused or that would be caused to the Authority by reason of any breach by the Licensee of any of the terms or conditions of the said License Agreement and AAI shall we sole judge for this demand: PROVIDED that our liability under this Guarantee shall be limited to a sum of (Rupees...../USD.....) and extended for the amount increased from time to time as aforesaid.
2. Notwithstanding any right the Licensee may have against the Authority or any dispute raised by the Licensee or any suit or proceedings pending in any Court /Tribunal/ any statutory authorities relating thereto or before any Arbitrator(s), your written demand stating that the amount is due to the Authority as stated herein above shall be conclusive evidence to us that the amount demanded by you, the Authority is payable under the terms of the said License Agreement without any consent or knowledge of the licensee.
3. We shall not be discharged or released from the aforesaid undertaking and guarantee by any variation(s) or any of the terms & conditions of the said License Agreement made between the Authority and the Licensee and or any act of omission on part of AAI or any indulgence to the Licensee by the Authority or any forbearance whether as to payment, time performance or otherwise or to enforce any of the terms and conditions of the said License Agreement without our consent and knowledge.
4. This Guarantee shall be a continuing guarantee and binding on us and our successors and assignee(s) and shall not be discharged or affected by any change in the constitution of _____ or that of the Licensee or the Authority.
5. We further confirm that the Guarantee has been issued with due observance and compliance of the appropriate Exchange Control laws and Foreign Exchange Regulations and applicable laws as in force in India.
6. This Guarantee shall be valid till _____ and you have the right to encash this Guarantee up to _____ from the said date unless extended on demand by AAI.

NOTWITHSTANDING anything contained herein:

- i. Our liability under this Guarantee shall be limited to a sum of _____ during the currency of the contract and 3 months thereafter. -
- ii. This bank guarantee shall be valid up to _____ and you have the right to encash this guarantee up to 90 days from the said date.
- iii. We are liable to pay the guarantee amount or any part thereof under this bank guarantee amount or any part thereof under this bank guarantee only and if you serve upon as a written claim or demand on or before _____.

For Bank name

Dated: Place: Witnesses:

Advisory: For Applicant and its BG issuing Bank Branch.

It is to be noted that along with physical BG; we have also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format IFN 760COV (BG issuance) / IFN 767COV (BG Amendment) via SFMS (Structured Financial messaging system) as provided by RBI.
- In the event of BG issuing/amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in this below field, BG confirmation through online portal would not be updated.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks:

BG advising message – IFN 760COV/ IFN 767COV via SFMS

IFSC CODE: ICIC0000007

Corporate Name – Airports Authority of India

Field Number

Particulars (unique identifier)

7037

AAIRAIPUR

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/IFN 767COV.

Request letter: Transmission of Bank Guarantee cover message <to be submitted by applicant to BG issuing bank>

Date : _____

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover message where beneficiary bank is ICICI Bank (IFSC – ICICI0000007)

Dear Sir/Ma'am,

I/We, _____, request you to include unique identifier _____ in field 7037 of the SFMS cover message IFN COV760 (for BG issuance) and IFN COV767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank-IFSC-ICIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)

Guidelines for BG Verification through SFMS of ICICI Bank

(For Successful bidders only)

1. Prospective successful bidder has to submit BG (PBG/BG-SD/FBG) in accordance with the following bank details:

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	AAIRAIPUR

2. While submitting the documents to BG issuing bank, the vendor/ customer/ concessionaire will also submit letter to the issuing bank as per the format mentioned in the Annexure M, Appendix- II.
3. Based on the above inputs from the vendor/ customer/ concessionaire, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received at AAI, Visakhapatnam.
4. While submitting the original BG document, the vendor/ customer/ concessionaire has to compulsorily attach copy of the SFMS BG confirmation message sent by the BG issuing bank to ICICI bank.

Advisory: For Applicant and its BG issuing Bank Branch

It is to be noted that along with physical BG; AAI has also activated an online facility to view the issued BG cover message transmitted to ICICI Bank through SFMS platform.

- For availability of BG in this platform, it is necessary that BG issuing/ amending bank send the BG advice in the form of message format **IFN 760COV** (BG issuance) / **IFN 767COV** (BG Amendment) via SFMS (Structured Financial Messaging System) as provided by RBI.
- In the event of BG issuing/ amending bank not sending the message IFN 760COV/ IFN 767COV or committing any error while capturing the details at least in the below field, BG confirmation through online portal would not be updated.

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/ amendment request to their respective banks:

BG Advising message – **IFN 760COV/IFN 767COV via SFMS**

IFSC CODE: **ICIC0000007**

Corporate Name – **Airports Authority of India**

Email: **bgv.raipur@aai.aero**

Field Number

7037

Particulars (to be mentioned in Row 1)

AAIRAIPUR

Note: Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/ IFN 767COV.