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AIRPORTS AUTHORITY OF INDIA

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AIR TRAFFIC MANAGEMENT

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TENDER DOCUMENT

Name of Work: JOB WORK FOR PROVIDING SERVICES OF BIRD CHASER AT JAIPUR AIRPORT, JAIPUR (2018-19)

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TERMS AND CONDITIONS OF CONTRACT
CUM SCHEDULE OF QUANTITIES

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This is to certify that; this tender document contains total pages 25 Nos. (Twenty Fiveonly).

**AIRPORTS AUTHORITY OF INDIA
JAIPUR AIRPORT, JAIPUR**

NOTICE INVITING e- TENDER (3 Covers Open Tender)

TENDER ID NO.- 2018_AAI_12289_1

Date: 29-06-2018

1. Item rate tenders are invited through the e-tendering portal by **AGM(ATM)**-Bid Manager on behalf of Chairman, AAI from the eligible contractors for the work of “**JOB WORK FOR PROVIDING SERVICES OF BIRD CHASER AT JAIPUR AIRPORT, JAIPUR (2018-19)**” at an estimated cost of **Rs 31.87Lacs (Excluding G.S.T.)** with period of completion **12 (Twelve) month**.

The tendering process is online at e-portal URL address <https://etenders.gov.in/eprocure/app> or www.aai.aero. Aspiring bidders may download and go through the tender documents.

Prospective tenderers are advised to get themselves register at CPP-portal, obtain 'Login ID' & Password and go through the instructions available in the home page after login to the CPP-portal <https://etenders.gov.in/eprocure/app> or 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 through path aai.aero/tender/e-tender/help desk support.

For any technical related queries please call the Helpdesk. The 24x7 Help desk details are as below:-

Tel: 0120-4200462, 0120-4001002, Mobile : 91 8826246593,

E-mail: support-eproc@nic.in

Bidders are also requested to kindly mention the URL of the portal and tender ID is the subject while emailing any issue along with the contact details.

For any further technical assistance with regards to functioning of CPP portal the bidder may contact to the following AAI help desk numbers on all working days only between.

08:00 Hrs to 20:00 Hrs (Mon- Sat)- 011-24632950, Ext-3512(six lines), Email address:- eprochelp@aai.aero,

09:30 Hrs to 18:00 Hrs (Mon- Fri)- 011-24632950, Ext-3523, Email address:- etendersupport@aai.aero, sanjivkumar@aai.aero and snita@aai.aero.

09:30 Hrs to 18:00 Hrs (Mon- Fri)- 011-24657900, Email address:- gmitichq@aai.aero.

Tender fee of Rs. 1120/- (i/c GST) shall be non refundable will be required to be paid offline in the form of Demand Draft from Nationalized or any scheduled bank (but not from co-operative or Gramin bank) in favor of “AAI REVENUE COLLECTION A/C NO. 708300300980020” payable at Jaipur. The original Demand Draft against Tender fee should reach by post/courier/given in person to the concerned official, within 3 days of the last date of bid submission or as specified in the critical data sheet. The details of Demand Draft/any other accepted instruments, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

2. Following 3 covers shall be submitted through online at e-portal by the bidder. Last date and time of submission of bids (Cover I, II & III) is **09/07/2018** upto **1800** hrs. Clarifications needed (if, any) shall be sent through “seek clarification” tap of e-tendering portal only upto **18:00 Hrs** on **05/07/2018**.

CRITICAL DATA SHEET (Schedule- A)

Publishing Date	29-06-2018
Bid Document Download/Sale start date	30-06-2018 from 09:30 Hrs
Clarification start date	30-06-2018 from 09:30 Hrs
Clarification end date	05-07-2018 upto 18:00 Hrs
Bid submission start date	30-06-2018 from 09:30 Hrs
Bid submission end date	09-07-2018 upto 18:00 Hrs
Last date and time of submission of original Demand Draft/FDR against EMD and Demand Draft against Tender Fee , duly signed hard copy of AAI Unconditional Acceptance Letter. (Performa given as per ANNEXURE-1 of page no. -12 of Tender Document)	16-07-2018 upto 18:00 Hrs
Bid opening date (Envelope-I & II)	17-07-2018 at 11:00 Hrs
Bid opening date (Envelope-III)	To be intimated later on through CPP Portal.
Tender Fee	Rs. 1120/- (i/c GST) Non refundable in the form of DD.
EMD Fee	Rs. 79,675/- in the form of DD/FDR.

Cover-I: - Containing scanned copy of tender fee, EMD and Unconditional Acceptance of AAI's Tender Conditions.

The tenderer shall submit scanned copy of tender fee of value **Rs. 1120.00** in the form of Demand Draft, earnest money deposit (EMD) of value **Rs. 79,675/-** in form of Demand Draft/Fix deposit receipt (Performa given on Pg. No.24of Tender Document)of Nationalized or scheduled bank (but not from cooperative of gramin bank) drawn in favour of Airports Authority of India payable at Jaipur in “Fee folder” of NIC CPP e-tendering portal along with Unconditional Acceptance of AAI's Tender Conditions (Performa given in **Annexure-I** of Tender Document).

Cover-II: - Containing qualifying requirements of Contractors / Firms.

The tenderer shall submit their application by downloading the qualifying requirements of Contractors / Firms from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents and firm's bio-data in support of their meeting each criterion mentioned below in the "PQ folder" in the CPP portal. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained

Qualifying requirements of contractors / firms:-

- i) Should have valid registration on the date of issue of tender in appropriate class of CPWD/MES/ P&T/Railways/State PWD /PSU Organization.

OR

- ii) Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered) with satisfactory performance certificate of atleast three works for each of **Rs. 12.75 Lac** or two works, each of **Rs. 15.94Lac** or one work of **Rs. 25.50 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.**

- iii) Should have annualized average financial turnover of **Rs. 9.56 Lac** against works executed during last three years ending 31st March of the previous financial year. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses for the last three years in the balance sheet shall be summarily rejected.
- iv) Copy of Permanent Account Number (PAN) & GST registration.
- vi) Agency should have valid PF & ESI registration.
(In case EPF & ESI registration are not available with bidder while submitting tender. Bidder shall submit undertaking to submit EPF & ESI registration after award of work.)
- vii) Should upload scanned copy of duly notarized affidavit on Non-judicial stamp paper of Rs. 100 regarding compliance of minimum wages (Performa given on page no. 21of Tender Document), scanned copy of duly notarized affidavit on Non-judicial stamp paper of Rs. 100 regarding black listing/ debarring of firm (Performa given on page no. 22of Tender Document), GST undertaking on firm letterhead (Performa given on page no. 23of Tender Document).

Cover-III: - The Financial e-Bid shall be submitted in e-tendering portal.

Bidders are required to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BOQ template in e-procurement portal; the same is to be downloaded and filled by all bidders. Bidders are required to download the BOQ file, open it and complete the **unprotected cells** with their respective **financial quotes** and **name of the bidder**. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found modified by the bidder, the bid will be rejected.

3. Original tender fee, original EMD, hard copy of signed unconditional acceptance of AAI's tender conditions to be sent to the Asstt. GM(ATM) O/o *Airport Director, AAI, Jaipur Airport, Jaipur* and should reach to **Bid Manager** before the date & time mentioned in **Critical Data Sheet(Schedule A)**. The tenderer whose tender fee, EMD and unconditional acceptance of AAI's tender conditions are not received by the time as per **Critical Data Sheet (Schedule A)** then their tenders will be summarily rejected. **Any postal delay will not be entertained.**
4. Micro & Small Enterprises registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and Handloom etc. shall be facilitating for benefits as per the public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012.

Note:- MSEs seeking exemption and benefits should enclose an attested/self-certified copy of valid registration certificate (For supplying of manpower), giving details of such validity services etc in **Cover-I (Fee folder)**, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

5. **Bids Opening Process is as below:-**

Envelope-I: Opening date shall be as mentioned in CRITICAL DATA SHEET(Schedule A). (Envelope-1 shall contain scanned copy of Tender fee, EMD and Unconditional Acceptance of AAI tender conditions.)

Envelope-II: Opening date shall be mentioned in CRITICAL DATA SHEET(Schedule A). The intimation regarding acceptance/rejection of their bids will be intimated to the contractor/firms through e-tendering portal. (Envelope-II shall contain scanned copy of pre-qualification documents, scanned copy of duly notarized affidavit on Non-judicial stamp paper of Rs. 100 regarding compliance of minimum wages, scanned copy of duly notarized affidavit on Non-judicial stamp paper of Rs. 100 regarding black listing/debarring of firm, scanned copy of undertaking on GST and digitally signed tender document).

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

- Envelope–III:** The financial bids of the contractors / firms found to be meeting the qualifying requirements shall be opened as per CRITICAL DATA SHEET(Schedule A) (Depending on evaluation of Envelope I & II the date shall be intimated through CPP Portal).
6. **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 at any stage without assigning any reason.**
 7. AAI reserve the right to disallow issue of tender document to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any department of AAI. **AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award of work). If at any stage, any information /documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then AAI shall take the following action:**
 - a) **Forfeit the entire amount of EMD submitted by the firm.**
 - b) **The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.**
 8. Consortium/JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
 9. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
 10. AAI is not responsible for any postal delay or delay due to link failure /internet problem etc. in respect of submission/receipt of any documents or in submission of e-Bid. Bidders who are intending to submit responsive e-Bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the Bidder to make sure that the required documents /e- Bid is submitted in time.
 11. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary and any of the Directors / Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.

Airport Director
AAI, Jaipur Airport

NOTICE INVITING TENDER

1. Sealed item rate Tenders are invited on behalf of the Airports Authority of India for the work as mentioned at in **Schedule B**. The estimated cost of the work is mentioned in **Schedule B**. This estimate, however, is given merely as rough guide.
2. The time allowed for carrying out the work will be **12 Months** from the date of start i.e. from the first date of handing over of the site.
3. Tenderer is advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
4. Copies of other documents pertaining to the works signed for the purpose of identification by the Accepting Officer or his accredited representative and samples of materials to be arranged by the contractor will be open for inspection for tenderers in the office of accepting officers during working hours.
5. The Tender shall be accompanied by Earnest Money of amount as mentioned in **Schedule A** online on e-portal.
6. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or, any tender or to give any reason for his decision.
A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents.

7. The competent authority on behalf of the Airports Authority of India does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
8. The competent authority on behalf of Airports Authority of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
9. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderers who resort to canvassing will be liable to rejected.
10. On acceptance of Tender Earnest Money will be treated as Security Deposit. The above said Security Deposit will be released after successful completion of the work along with final bill.
11. Airports Authority of India will return the Earnest Money where applicable to every unsuccessful tenderer except as provided in the Tender documents.
12. The Tenderer shall not be permitted to Tender for works in Airports Authority of India, in which his near relative is posted as Officer responsible for award and execution of contracts. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in Airports Authority of India. Any breach of this condition by the contractor would render him, the contract liable to be rejected.
13. No Officer employed in Engineering or Administrative duties in the Airports Authority of India is allowed to work as a contractor for a period of one year after his retirement from service, without the previous permission of the Airports Authority of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of AAI as aforesaid before submission of the tender or engagement in the contractor's service, as the case may be.
14. The Tender for works shall remain open for acceptance for a period of **90 (Ninety) Days** from the date of opening of Tenders. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India shall without prejudice to any other right or remedy, be at liberty to forfeit the full said earnest money absolutely.
15. A Tenderer shall submit the Tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also if the credentials submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) Debar the firm for minimum three years to tender for AAI in any name/style.

16. The site for the work may be made available in full or parts as decided by Engineer-In-Charge. No time extension for handing over of site in phases will be granted.

17. The accepting authority reserve to himself the right to allow to the public enterprises purchases preference facilities as admissible under the existing policy on the date of opening of tender.

Airport Director
AAI, Jaipur Airport

SCHEDULE-B**REFERENCE TO CONTRACT**

1	Name of work	:	JOB WORK FOR PROVIDING SERVICES OF BIRD CHASER AT JAIPUR AIRPORT, JAIPUR (2018-19).”
2	Estimated Cost	:	Rs. 31.87 Lacs
3	Time Period of contract	:	12 Months
4	Bid Manager	:	Asstt. GM(ATM), AAI, Jaipur Airport, Jaipur
5	Accepting Authority	:	Airport Director, AAI , Jaipur Airport , Jaipur
6	Tender Documents Fee	:	Rs. 1120/-
7	Earnest Money Deposit	:	Rs. 79,675/-
8	Fee Bid Opening Date & Time through NIC CPP e-tendering portal (Cover –I)	:	17/07/2018 at 1100hrs.
9	Pre Qualification Bid Opening Date & Time through NIC CPP e-tendering portal (Cover –II)	:	17/07/2018 at 1100hrs.
10	Financial Bid Opening Date & Time through NIC CPP e-tendering portal (Cover – III)	:	To be intimated later on through CPP Portal.

ACCEPTANCE LETTER
(TO BE SUBMITTED WITH COVER NO-I)
(Refer Clause 2 of PNIT)

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

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

The tender documents for the work “**JOB WORK FOR PROVIDING SERVICES OF BIRD CHASER AT JAIPUR AIRPORT, JAIPUR (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, Jaipur Airport, Jaipur 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 5 (ii) of Press 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 **Schedule-A** for this work have already been submitted online.

Yours Faithfully

Date:

(Signature of the tenderer)
With rubber stamp

GENERAL CONDITIONS OF CONTRACT

1. Tenders are invited on behalf of the Airport Director, Airports Authority of India, Jaipur Airport, Jaipur for the work as mentioned in SCHEDULE-B.
2. The tender shall be in the prescribed Form.
3. Tender are invited on the basis of three covers system as detailed in NIT.
4. The time period of contract shall be mentioned in SCHEDULE-B.
5. A contractor shall submit not more than one tender.
6. No two or more concerns/firms in which an individual is interested as Proprietor and/or Partner shall tender for the execution of the same works, if they do so, all such tenders shall be liable to be rejected.
7. The Authority as mentioned in SCHEDULE-B, shall be the Accepting officer herein after referred to as such for the purpose of this contract.
8. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done and of conditions and local conditions and other factors bearing on the execution of the nature of specified job.
- 10 All rates shall be quoted in Performa given as **Annexure-II** of the tender form.
- 11 In this tender, only rates quoted shall be considered. Any tender containing percentage below/above the rate quoted is liable to be rejected.
- 12 Tenders shall be received by the Accepting authority up to the date and time as mentioned in Schedule-A and shall be opened on the date and time as mentioned in **Schedule A**.
- 13 Notification of Award of contract will be made in writing to the successful Bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering and lowest evaluated bid in technically are commonly conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.

- 14 A responsive bidder is one who submits priced tender and accepts all terms and conditions of the specifications and contract documents without any major modifications.
- 14.1 A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities or liabilities of the Bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms and conditions of the tender, which are not acceptable to AAI, shall also be treated as a major modification.
- 14.2 A tenderer shall submit a responsive bid, failing which his tender will be liable to be rejected.
- 15 On acceptance of tender earnest money will be treated as part of the security.
- 16 Airports Authority of India will return the earnest money, where applicable, to every unsuccessful tenderers.
- 17 On acceptance of the tender, the name of the accredited representative (s) of the contractor who would be responsible for taking instruction from Airports Authority of India.
- 18 Income Tax etc. as applicable in respect of this contract shall be payable by the contractor and may be deducted at source. Airports Authority of India will not entertain any claim what so ever in this respect.
- 19 This tender document shall form part of the contract document/agreement.

Airport Director.
AAI, Jaipur Airport,
Jaipur-302029

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. The following special conditions shall be read in conjunction with AAI General Conditions of Contract. If there are any provisions in the special conditions of contract which are at variance with provision of General Condition of Contract (AAI). The provision in these special conditions shall take precedence.
2. Scope of Work: Birds Chasing by bursting of Crackers, Collection of FODs from runway & taxiway, Wild Life Control by surveillance on runway, Removal of dead birds/animals from Operational Area, disposal of polythene , activity of birds & wild life nearby runway & taxiways to be informed to tower on walkie-talkie , stray kites, placing the food in cage to catch the wild animal etc.
3. The working hours shall be in two shifts. (Morning, Afternoon) and For operational requirement bird chargers may also be called in general shift .
4. The contract period for this work is up to 12 (Twelve) months. However, the same may be extended for a period of 3 (Three) months on same terms & conditions.
5. The agency shall provide necessary services by deploying their regular employees under their supervision, subject to inspection by AAI authorized Officer. The agency has to submit duty roster of the manpower on monthly basis as per the direction of AGM(ATM) .
6. The contractor should quote the rates very carefully in Commercial/ Price Bid considering current rates of minimum wages & all statutory requirements as detailed below. Quoted rates by the contractor should include following cost components:-
 - a) Minimum wages rates as applicable.
 - b) Extra payment for duty on 03 national holidays.
 - c) Total Cost of uniform as described in para no. 15 below.
 - d) Cost of PIC charges.
 - e) Any other taxes and duties as applicable.
7. The price quoted shall be firm inclusive of minimum wages, uniform, National holidays etc. for the contract period **excluding of PF/ESI contribution of employer, Bonus & G.S.T.**
8. Labour Wages:
 - (i) The contractor has to pay the prevailing minimum wages issued by the office of Regional Labour Commissioner/ Chief Labour Commissioner (whichever is higher), from time to time. However, the difference in minimum wages based on actual payment made to the labour and wages applicable at the time of submission of tender will be reimbursed including difference in EPF and ESI payment to the contractor on revision of minimum wages and no additional amount such as contractor's overhead & profit will be paid on this account.

- (ii) For the purpose of admitting the claim for reimbursement of statutory increase in wages paid by him, the contractor has to produce the required documentary evidence to the satisfaction of AGM(ATM).
- (iii) The payment to the workmen's engaged by the contractor is to be paid through NEFT/ RTGS/ Cheque on or before 7th of every month irrespective of Saturday, Sunday and bank holidays. **If any violation with respect to payment of wages for any two months in a contract period , necessary action for cancellation of contract, debarring of the agency for participating in future contracts in AAI shall be initiated. The agency will not be allowed to participate in any of the tendering process in AAI till finalization of the decision.**
- 9 Bonus, ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on basis of submission of documentary evidence i.e. copy of challan with detailed statement of each manpower.
- 10 G.S.T. will be Paid/ Reimbursed to the agency as per applicable Govt. Rules.
- 11 The contractor shall intimate PF account number and ESI registration number after award of work and shall have continue valid PF account number and ESI registration number till actual completion of contract.
- 12 Contractor shall have to employ worker for operation and other work as mentioned in scope of work.
- a. The contractor shall provide a list of Contract Workers engaged for contract work along with their PF Account. No. & ESI Registration number within one month from award of work.
- 13 Before deploying the worker, contractor shall submit declaration form duly signed by worker and counter signed by employer along with qualification certificate, experience certificate if any, police verification, address proof, identity proof and photo etc. has to be submitted to AGM(ATM) for verification.
- 14 The Contractor has to make extra payment for performing duties on all 03 National Holidays to each worker as per applicable rules.
- 15 The contractor has to provide winter and summer uniform i/c shoes for all workers on duty. The details of uniform shall be as under.
- a) Two Pants and two Shirts.
b) One high visibility Jacket (with bird chaser written on back)
c) One number of full sleeve woolen Jerseys.
d) One pair of leather shoes with two pair of socks.
e) One pair of safety boots.
f) One basket, one broom and one Raincoat

. In case workers are found without uniform, penalty of Rs.100/- per person/per day shall be imposed.

- 16 Contractor's worker should obtain the necessary entry pass from the competent authority before engaging on work. It is the responsibility of contractor to obtain such passes from competent authority as per AAI policy. However, AAI will assist them in the term of issue of letter if required. Nothing shall be paid extra on this effect.
- 17 No duty shall go vacate, if any of the worker goes on leave a suitable substitute has to be deputed by the contractor. In case, no one is deputed and the duty remains unattended, the same will be recovered double rate of prevailing minimum wages and the contractor shall be fully responsible for any problems in operational duties due to absent of the worker.
- 18 The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis. If PF/ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dated, AAI reserves the right to withhold 26% amount of full wages payment against PF and 6% of full wages payment against ESI from the running account payments.

19 Terms of payment:-

The Running payments for the work done shall be released **Monthly** by AAI only after salary payments to all workers & submitting the proof of disbursement and deducting the applicable taxes.

The following documents as applicable shall be produced and self-attested photo copy shall be submitted by the contractor during each running bills:-

- i. Monthly Challans of E.P.F. and E.S.I. deposits upto previous month.
- ii. Wages register signed by workers of each month.
- iii. Bonus details received and signed by workers.
- iv. Attendance register.

Final Bill Payment: -The total amount of final bill worked out at the accepted tender rates, if found to be more than the amount worked out at the quoted rate of second lowest, the contractor shall be paid lower of the two.

The agency shall submit final bill alongwith all the documents related with PF, ESIC & Bonus etc. to AAI.

- 20 In the event of any dispute the decision of AAI shall be final and binding on Contractor.
- 21 Contractor shall be informed shortcoming in services/contract for improvement. On no improvement in services/contract, contractor is liable to penalty of minimum Rs. 500/- to max. Rs. 5000/- per month as decided by the competent authority (Airport Director). On no improvement in services/contract, even after imposing penalty contractor is liable to be debarred as deemed fit by the competent Authority from participation in AAI Tenders.

22. COMPLIANCE OF VARIOUS ACTS ON LABOUR:

- 22.1 Contractor has to obtain the valid labour license from the Regional Labour Commissioner before engaging and deputing the workmen at this site under the contract labour (R&A) Act, 1970 and the contractor labour(Regulation and Abolition) central Rules 1971. The labour license shall be valid for entire contract period and

extension period of contract. Required form V (Form of certificate by principal employer) to be issued by AAI immediate after award of work for obtaining the labour license.

- 22.2 The contractor shall ensure regular and effective supervision and control Job Work by their personnel deployed by him and give suitable direction for undertaking the contractual obligations.
- 22.3 The contractor has to comply with necessary statutory requirement on contract labour regulations and abolition act 1970 & any amendments thereof. Any violation for not following the labour laws shall be contractor's responsibility.

23. **RECORDS:-**

- 23.1 The contractor shall keep and maintain any and all records as are required to be maintained by the contractor under the Contract Labour (Regulation and Abolition) Act 1970, the factories Act, the payment of Wages Act and /or any other applicable laws, rules or regulations, and shall furnish to the concerned officers/authorities in this behalf of any and all information, reports and return as are required to be furnished by the contractor under any such laws, rules or regulations.
- 23.2 The AAI shall be entitled at all times to carry out any check or inspection of the contractor's facilities, records and accounts to ensure that the provisions of the labour laws and regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under provisions. Any violation shall, without prejudice to any other rights or remedies available to the AAI, constitute a ground for termination of the contract as though specifically set for under clauses of GCC thereof.

24.CHANGE IN QUANTITY :

- The AAI reserves the right to vary the quantity of Man Power or group of Manpower to be ordered as specified in the Tender as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the tender shall be limited to 25% of the original quantity ordered during the currency of the contract.
25. The AAI will not be responsible for any injury sustained by the workers during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. To comply with all liabilities out of any provision of labour acts/enactment's either in force or enacted from time to time during the execution of this contract shall be the responsibility of agency. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Further more, the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.
26. The agency will carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards to the nature of service, the Authority shall intimate to the agency who shall attend the complaints promptly.
27. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.
28. Agency/contractor shall arrange for police verification of character & antecedents, Airport Entry Passes (from BCAS) to be provided at Agency/Contractor Cost.
29. Contractor must nominate one supervisor who shall be available at the O/o The AGM(ATM) from 0930 to 1230 hrs twice a week for proper liasioning. If AAI is not

satisfied with the conduct, behavior etc. of any of the staff/ operating crew of contractor, the contractor shall replace the person concern as per advice of the AAI.

30. Dispute Resolution Committee

(A) If dispute of any kind, whatsoever, arises during the execution of the works or after their completion and whether before or after the repudiation or termination of the contract, including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the APD Jaipur, the matter in dispute shall in the first place, be referred to the Dispute Resolution Committee(DRC) appointed by RED.

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

(C) DRC may likely to give its report within 45 days of its constitution.

31. **ARBITRATOR:-** All disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof shall be settled by arbitration for which Arbitrator will be appointed by AAI.

32. TERMINATION OF CONTRACT:-

32.1 Without prejudice to the right of termination provided under the Terms & Condition or without prejudice to any other remedy available to the contract in this behalf, the AAI may terminate the contract at any time on giving the contractor not less than one month's notice in writing if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which the Airport Director, Jaipur Airport shall be the sole judge.

32.2 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipments, materials or facilities or for any loss in the profit or anticipated profit of the contractor.

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

33. EARNEST MONEY AND SECURITY DEPOSIT:-

- 33.1 The earnest money shall have to be deposited by the tenderer, failing which the tender may not be considered and rejected outright. The earnest money of unsuccessful tenderers will be refunded back without interest.
- 33.2 In case termination of the contract, the security deposit held by the AAI will be released to the contractor within a period of three months subject to realization of dues, if any to be made from the contractor.
34. **SUBLETTING OF CONTRACT:-**The work shall not be sublet/assigned directly or indirectly to other agencies without prior written consent of the competent authority of the AAI.
35. **AGREEMENT :-**The NIT, scope of work, specifications, General Conditions of Contract , General terms and conditions as specified above and Work order placed on successful tenderer shall form the part of the agreement to be made with the AAI .
36. **Declaration by the Contractor/Tenderer:-** I/We hereby declare that non of the members of my/our relatives is relative of any employee of AAI and I/We also further declare that no Director/employee of Airports Authority of India is are a Director/Partner of my/Our firm/Company/Partnership /Proprietor.

Signature of Tenderer : _____

Name : _____

Date : _____

Seal : _____

AFFIDAVIT

**(Regarding Minimum Wages)
[On Rs. 100/- Non-Judicial Stamp Paper]**

I/ We on behalf of M/s do here by solemnly affirm and state as follows:-

I am competent to swear this affidavit on behalf of M/s and hereby confirm that I am fully complying with the legal obligations with regard to payment of minimum wages as per the minimum wages Act- 1948 and deduction of provident Fund Authorities as per EPF & MP Act- 1952 and Contract Labour (Regulation & Abolition) Act-1970.

Date:-

Place:-

Signature and name of the authorized signatory of the firm

UNDERTAKING

**(Regarding Debarred / Blacklisted)
[On Rs. 100/- Non-Judicial Stamp Paper]**

I/ We on behalf of M/s
..... do here by solemnly affirm and state
as follows:-

Our firm is not debarred /blacklisted by AAI or Central/State Govt. Depts. /PSUs/ World Bank / ADB etc. and the debarment is not in force as on last date of submission of this E-bid. Our firm understand that in case above is discovered at later stage, our firm shall be liable for restraintment from bidding in AAI apart from any other appropriate contractual action including debarment / blacklisting, termination of the contract.

Date:

Place:

Signature and name of the authorized signatory of the firm

**LETTER OF UNDERTAKING FROM THE TENDERER/DEPOSITOR TO BANK TO
BESUBMITTED ALONGWITH
FIXED DEPOSIT RECEIPT (FDR) TO AIRPORTS AUTHORITY OF INDIA**

To,

The Branch Manager
_____ Bank

Subject : My/our Fixed Deposit Receipt bearing No. Dated
for Rs. issued in favour of Airports Authority of India
A/C

Sir,

The subject Fixed Deposit is obtained from your branch for the purpose of Security/Earnest Money on account of contract awarded/to be awarded by M/s. Airports Authority of India to me/us.

I hereby authorize the Airports Authority of India in whose favour the deposit is made to encash/close the subject Fixed Deposit before maturity/on maturity towards adjustment of dues without any reference/consent/notice from me/our side and liability / responsibility of the bank is fully discharged by making the payment to Airports Authority of India.

Signature of Tenderer/Depositor

Place :

Date :

COMMERCIAL/ PRICE BID

Name of Work : JOB WORK FOR PROVIDING SERVICES OF BIRD CHASER AT JAIPUR AIRPORT, JAIPUR (2018-19).

S.No	Particulars	Qty	Unit	Rate	Amount
1.	Providing 16 Nos. of un-skilled manpower for birds Chasing by bursting of Crackers, Collection of FODs from runway & taxiway, Wild Life Control by surveillance on runway, Removal of dead birds/animals from Operational Area, disposal of polythene, activity of birds & wild life nearby runway & taxiways to be informed to tower on walkie-talkie, stray kites, placing the food in cage to catch the wild animal etc at Jaipur Airport on daily basis for safe operation of aircraft.	365	Day		

Signature _____

Date : _____

Name of the firm/agency

Full Address _____

(in capitals) _____

Phone No. _____

E-mail address: _____