

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	21-01-2023 15:00:00
<b>Bid Opening Date/Time</b>	21-01-2023 15:30:00
<b>Bid Offer Validity (From End Date)</b>	180 (Days)
<b>Ministry/State Name</b>	Ministry Of Civil Aviation
<b>Department Name</b>	Airports Authority Of India (aai)
<b>Organisation Name</b>	Airports Authority Of India
<b>Office Name</b>	Airports Authority Of India/vadodara Airport/wr
<b>Item Category</b>	Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Others; Supervisor for Bird Chasing and Wildlife Management Activity , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Staff for Bird Chasing and Wildlife Management Activity
<b>Contract Period</b>	1 Year(s) 1 Day(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	19 Lakh (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled</b>	No
<b>Type of Bid</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation</b>	3 Days
<b>Floor Price</b>	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
<b>Estimated Bid Value</b>	6219510

**Bid Details**

<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>15</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Advisory Bank	State Bank of India
EMD Amount	124390

**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	18

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

JGM (ATM)

Airports Authority Of India/vadodara Airport/wr, Airports Authority of India (AAI), Airports Authority of India, Ministry of Civil Aviation  
(Pradeep Dobriyal)

**Splitting**

Bid splitting not applied.

**MII Compliance**

MII Compliance	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### **Additional Qualification/Data Required**

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:**Bidder Should Have completed At Least 03 works of Value Not Less Than Rs. 28.47 Lakh or At Least 02 works of Value Not Less Than Rs. 31.10 Lakh or At Least 01 works of Value Not Less Than 49.76 Lakh

**Scope of work & Job description:**[1673242057.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1673240839.pdf](#)

#### **Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Others; Supervisor For Bird Chasing And Wildlife Management Activity ( 2 )**

#### **Technical Specifications**

<b>Specification</b>	<b>Values</b>
<b>Core</b>	
Skill Category	Highly-Skilled
Type of Function	Others
List of Profiles	Supervisor for Bird Chasing and Wildlife Management Activity
Educational Qualification	Graduate
Specialization	Any Graduate

Specification	Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Designation	Supervisor for Bird Chasing and Wildlife Management Activity
Title for Optional Allowances 1	03 National Holiday Allowance (26 January, 15 August, 03 October))

**Additional Specification Documents**

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**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Pradeep Dobriyal	390022,Airport Director,Airports Authority of India, VADODARA CITY, 390022	2	<ul style="list-style-type: none"> <li>• Bonus (INR per day) : 72.14</li> <li>• EDLI (INR per day) : 4.33</li> <li>• EPF Admin Charge (INR per day) : 4.33</li> <li>• Minimum daily wage (INR) exclusive of GST : 866</li> <li>• Optional Allowances 1 (INR per day) : 7.1</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 28.15</li> <li>• Number of working days in a month : 30</li> <li>• Provident Fund (INR per day) : 103.92</li> <li>• Tenure/ Duration of Employment (in months) : 12.2</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Driver - LMV ( 2 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Others
List of Profiles	Driver - LMV
Educational Qualification	High School
Specialization	Any Graduate , Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA

Specification	Values
District	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Designation	Driver Staff on Jeep for Bird Chasing and Wildlife Management Activity
Title for Optional Allowances 1	03 National Holiday Allowance (26 January, 15 August, 03 October))

#### Additional Specification Documents

#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Pradeep Dobriyal	390022,Airport Director,Airports Authority of India, VADODARA CITY, 390022	2	<ul style="list-style-type: none"> <li>• Bonus (INR per day) : 65.64</li> <li>• EDLI (INR per day) : 3.94</li> <li>• EPF Admin Charge (INR per day) : 3.94</li> <li>• Minimum daily wage (INR) exclusive of GST : 788</li> <li>• Optional Allowances 1 (INR per day) : 6.46</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 25.61</li> <li>• Number of working days in a month : 30</li> <li>• Provident Fund (INR per day) : 94.56</li> <li>• Tenure/ Duration of Employment (in months) : 12.2</li> </ul>

#### Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Staff For Bird Chasing And Wildlife Management Activity ( 10 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Skill Category	Semi-skilled
Type of Function	Others
List of Profiles	Staff for Bird Chasing and Wildlife Management Activity
Educational Qualification	High School
Specialization	Not Required , Any Graduate
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Title for Optional Allowances 1	03 National Holiday Allowance (26 January, 15 August, 03 October))
Designation	Staff for Bird Chasing and Wildlife Management Activity

#### Additional Specification Documents

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#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Pradeep Dobriyal	390022,Airport Director,Airports Authority of India, VADODARA CITY, 390022	10	<ul style="list-style-type: none"> <li>• Bonus (INR per day) : 55.89</li> <li>• EDLI (INR per day) : 3.36</li> <li>• EPF Admin Charge (INR per day) : 3.36</li> <li>• Minimum daily wage (INR) exclusive of GST : 671</li> <li>• Optional Allowances 1 (INR per day) : 5.5</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 21.81</li> <li>• Provident Fund (INR per day) : 80.52</li> <li>• Number of working days in a month : 30</li> <li>• Tenure/ Duration of Employment (in months) : 12.2</li> </ul>

## Buyer Added Bid Specific Terms and Conditions

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

### 3. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of

contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

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

Text Clause(s)

Bidder shall submit all documents as per Point 8.1 Technical Bid Documents/Prequalification Bid Documents on Page 4 of 43 of Tender Document/Scope of Work.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

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

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

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

**---Thank You---**





# **AIRPORTS AUTHORITY OF INDIA**

## **CIVIL AERODROME VADODARA**

### **Air Traffic Management TENDER DOCUMENT**

**Name of Work:** Job contract for provision of manpower- 02 Supervisor (Highly Skilled), 02 Vehicle Driver (Skilled) and 10 Bird Chaser cum Multitasking Staff (Semi-skilled) for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport for a period of one year (366 days) through GeM.

**GeM BID NO: GEM/2023/B/2947477**

(Visit us at [www.aai.aero](http://www.aai.aero) and <https://gem.gov.in>)

**AIRPORTS AUTHORITY OF INDIA**  
**Vadodara Airport**

**NAME OF WORK:-Job contract for provision of manpower- 02 Supervisor (Highly Skilled), 02 Vehicle Driver (Skilled) and 10 Bird Chaser cum Multitasking Staff (Semi-skilled) for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport for a period of one year (366 days) through GeM.**

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Certified that this tender document contains total 43(Forty-Three) pages only  
(Excluding Name Page and Table of content)

# AIRPORTS AUTHORITY OF INDIA

Civil Aerodrome, Vadodara – 390022

AAI/VABO/APD/ATM/WILDLIFE MANAGEMENT/2023-24 Date: 05/01/2023

## Section A: NOTICE INVITING TENDER (2 Envelope Open Tender)

### **Tender Id: GeM id:**

Item Rate tenders are invited through the GeM portal on behalf of Chairman Airports Authority of India by In-charge (ATM/ATC) ,Airports Authority of India, Civil Aerodrome, Vadodara- 390022 on behalf of Chairman, AAI from the eligible contractors for the work of **“Job contract for provision of manpower- 02 Supervisor (Highly Skilled), 02 Vehicle Driver (Skilled) and 10 Bird Chaser cum Multitasking Staff (Semi-skilled) for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport for a period of one year (366 days) through GeM.”** at an estimated cost of **Rs. 62,19,510/- (Rupees Sixty-Two Lakh Nineteen Thousand Five Hundred and Ten only)** Estimated cost put to tender is inclusive of minimum wages as per prevailing labour rates, Uniform charges, Extra payment for performing duties on 03 National Holidays and on Labour Day, contractor’s profit (Service Charges), Reimbursement of EPF, ESI, Bonus & GST as applicable as per Government of India guidelines prevailing and revised from time to time on submission of proof of payment.

The same contract can be further extended further for a period up to **12 (Twelve)** Months at the discretion of AAI and satisfactory performance of work by contractor on same terms and conditions of NIT

1. The tendering process is online at e-portal URL address [www.gem.gov.in](http://www.gem.gov.in). Aspiring bidders may download and go through the tender document.
2. Prospective tenderers are advised to get themselves register at Gem portal, obtain “Login ID” & “Password” and go through the instructions available in the home page after login to the Gem Portal [www.gem.gov.in](http://www.gem.gov.in). They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender.
3. For any technical issues, Help Desk of GeM Portal may be contacted. For clarifications relating to the tender(s) published kindly contact the Bid Manager/Tender Inviting Authority as per contact details given below via e-mail on all working days from **09.30 hrs to 18.00 hrs** (Except Saturday , Sunday and Gazetted Holiday).

**In-charge (Air Traffic Management):** [vabo.ats@aai.aero](mailto:vabo.ats@aai.aero)

4. All bid procedure related queries be referred to HELP DESK GeM portal only. Please note that under no circumstances bid procedure related queries shall be referred to the Bid inviting authority.

## 5. CRITICAL DATE SHEET

Publishing Date	09/01/2023 at 15:00 PM
Bid Document Download / Sale Start Date	09/01/2023 from 15:00 PM
Bid Submission Start Date	09/01/2023 from 15:00 PM
Bid Submission End Date	21/01/2023 up to 15:00 PM
Bid Opening Date (Envelope - I) PQQ / Technical Bid	21/01/2023 at 15:30 PM
Bid Opening Date (Envelope - II) Price Bid	30/01/2023 at 11:00 AM (Tentative)
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 1,24,390.00/- required to be paid online through NEFT/RTGS mode to AAI, Vadodara.</b>

Note: If any of the date mentioned in above critical date sheet happens to be Closed Holiday, then the concerned action as mentioned against respective date shall be done on next working day.

**Earnest money deposit (EMD): Earnest money deposit (EMD) Rs. 1,24,390.00/- (Rupees One Lakh Twenty-Four Thousand Three Hundred Ninety Only) will be required to be paid online through NEFT/RTGS mode to AAI, Vadodara. Bank details for making online payment is given below.**

### Bank account particulars are as follows:

<b>Name of the A/c Holder</b>	<b>AAI VADODARA REVENUE COLLECTION ACCOUNT</b>
<b>Name of the Bank</b>	<b>State Bank of India</b>
<b>Name of the Branch</b>	<b>Airport Circle, Vadodara (60332)</b>
<b>Current A/c No.</b>	<b>33814709100</b>
<b>Branch Code</b>	<b>60332</b>
<b>IFSC Code</b>	<b>SBIN0060332</b>
<b>MICR Code No.</b>	<b>390002067</b>
<b>Permanent A/C No.</b>	<b>AAACA6412D</b>
<b>Contact Person</b>	<b>Mr. Naveen Kumar Goyal, AGM(Fin)</b>
<b>Email ID</b>	<b>nkgoyal@aai.aero</b>
<b>Telephone No.</b>	<b>0265-2486880</b>

Note: Online payment of Earnest Money Deposit (EMD) shall be accepted and considered. Payment of EMD in the form of Cash / Demand Draft or any other form (other than online) mode shall not be accepted. Also no documents in physical form shall be entertained/accepted and those bidders shall be summarily rejected.

## 6. Pre-Qualification Criteria of Contractor/ Firms-

### 6.1. Prior Work experience:

Should have satisfactorily completed (# Phase/ Part completion of the scope of work in a Contract shall not be considered, however pre-determined phasing of the work will be accepted) three works each of Rs. 24.88 Lakh or two works each of Rs. 31.10 Lakh or one work of Rs. 49.76 Lakh in single contract of similar nature of work i.e. supply of Manpower during last seven years ending on 31/12/2022.

“The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid”.

Client certificate for experience should show the nature of work done, the value of work done, date of start, date of completion as per agreement, actual date of completion and remarks on satisfactory completion of work.

Firms showing work experience certificate from non-government/ non-PSU organizations should submit copy of tax deduction at sources certificate (form 16A) in support of their claim for having experience of stipulated value of work.

### 6.2. Prior Turnover:

Should have annualized average financial turnover of **18.66 Lakh** against works executed during last three years ending 31st March of the previous financial year. As a proof, **CA certified** copy of Abridged Balance Sheet along with Profit and Loss Accounts Statement of the firm should be uploaded. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected. **All submitted CA Certified documents ie Turnover Certificate, Accounts Statements must contain UDIN clearly mentioned over it.**

6.3. **Should have valid Permanent Account Number (PAN).**

6.4. **Should have Goods & Service Tax (GST) Registration**

6.5. **Should have valid EPF Registration.**

6.6. **Should have valid ESIC Registration.**

6.7. **Should have Valid MSME / NSIC/ Udyam/ Certificate of Recognition for Start-ups issued by DPIIT or equivalent registration certificate, as applicable, for bidder seeking exemption in payment of EMD, Prior Work Experience & Prior Turnover. Registration/Recognition should be in similar nature of services viz. Supply of manpower only.**

**Note: Bids of such bidders will be summarily rejected without assigning any reason, if they fail to pay EMD, Work experience certificate and Turnover Certificate on GeM Portal or do not upload scan copy of registration/recognition certificate in similar nature of services viz. supply of manpower with MSME / NSIC/ Udyam/ Certificate of Recognition for Start-ups issued by DPIIT or equivalent organisation if seeking exemption from paying EMD, Prior Work Experience & Prior Turnover) (Refer para 8.2)**

**7. Mode of submission of bid:**

Documents in following 2 Envelopes/Packs shall be submitted online at GeM portal by the bidder as per details given below. Uploading in location other than specified below shall not be considered for evaluation.

**8. Envelope -I (Prequalification / Technical Cover):** Following documents should be uploaded in "Prequalification / Technical Cover" of GeM portal

**8.1. Technical Bid Documents / Prequalification Bid Documents**

**8.1.A. Scan copy of Signed Unconditional Acceptance of AAI's Tender Conditions on organisation letter head**

(Note: Performa given in Page No.30-31 (**Annexure-I**) of Tender Document)

**8.1.B. Scan copy of Signed Tender Form**

(Note: Performa given in Page No.32-33 (**Annexure-II**))

**8.1.C. Work Experience Certificate from Client as per para 6.1**

(Note: The certificate should show the nature of work done, the value of work done, date of start, date of completion as per agreement, actual date of completion and remarks on satisfactory completion of work.

Tax deduction at sources (TDS) certificate (form 16A), in case the work experience certificate is from non-government/ non-PSU)

**8.1.D. Scan copy of PAN Card**

**8.1.E. Scan copy of GST Registration Certificate**

**8.1.F. Scan copy of CA Certificate for Average Annual Turnover for last three financial year, Abridged Balance Sheet showing Profit and Loss account statement as per para 6.2**

(Note: All submitted CA Certified documents such as Turnover Certificate, Account Statements etc. must contain UDIN clearly mentioned over it)

**8.1.G. Scan copy of EPF Registration Certificate.**

**8.1.H. Scan copy of ESIC Registration Certificate.**

**8.1.I. Scan copy of requisite registration certificate with MSME / NSIC / Udhyam Registration/ Certificate of Recognition for Start-ups issued by DPIIT or equivalent ( Refer 8.2)**

**8.1.J. Declaration as per Annexure-III at Page No. 34**

**8.1.K. Scan copy of duly notarised affidavit executed on Rs.300/- on Non-Judicial Stamp Paper in the format as per Annexure -IV given at Page No.35 for Minimum wages.**

**8.1.L. Undertaking for "Registered under GST and compliant of GST provision" as per the pro forma at Annexure-V at Page 36.**

**8.1.M. Scan copy of undertaking regarding "Debarment/Blacklist" on company /organisation letter head as per the proforma at Annexure-VI at Page 37.**

**8.1.N. Scan copy of payment of Earnest money deposit (EMD) online or MSME / NSIC / Udhyam registration/Certificate of Recognition issue by DPIIT in similar category, if seeking exemption in payment of EMD.**

**8.1.O. Scan copy of documents approved by Govt of India/State which shall/must clearly show particulars of all Directors/Partners/Proprietors of Concerned Company/Firm/Organisation such as Memorandum & Article of Association/Partnership Deed/Firm Registration by Registrar of Companies etc.**

**(Note: All the Affidavits/Undertakings must be sworn/executed after date of release of Tender/Bid on GeM Portal)**

**8.2. Exemption from paying EMD, Prior Work Experience and Prior Turnover:-**

The following procedure is to be adopted for the MSEs/Recognised Start-ups bidders registered with **NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handloom or Recognised by DPIIT or any other body specified by the Ministry of MSME for goods produced and services rendered by MSEs/Start-ups for which they are registered:**

- 8.2.A. Bidders registered with above organisation of Government of India in similar nature of services i.e. **supply of manpower** shall be exempted from **paying EMD, Prior Work Experience and Prior Turnover.**
- 8.2.B. Bidders seeking exemption and benefits should upload self-attested scanned copy of valid Registration Certificate/Certificate of Recognition issued by DPIIT in similar nature of services i.e. **Supply of Manpower** giving details of such validity services etc. in Envelope-I
- 8.2.C. In case Registration Certificate/Certificate of Recognition is found invalid during evaluation, the bid of such bidder shall be rejected and action shall be taken as per rules & regulation of AAI.

**9. Envelope-II (Financial bid):**

All rates shall be quoted in the format provided in GeM portal only. No other format is acceptable.

**NOTE: Bid of those bidders who quote bid for an amount less than prevailing minimum wages as on date 01.10.2022, Statuary payments like PF,ESIC, Bonus, GST and Minimum service charge of 0.85% (inclusive of GST) which amounts Rs. 54,64,635.34/- (Rupees Fifty Four Lakh Sixty Four Thousand Six Hundred Thirty Five and Thirty Four Paise Only) shall not be considered for L-1 and shall be summarily rejected without assigning any reasons.**

**10. Bids opening process is as below:**

**10.1. Envelope -I (Prequalification / Technical Cover):**

Envelope I (Technical cum pre-qualification cover) shall be open first as per date mentioned in critical date sheet.

The bids of those contractor/firms will be accepted who have uploaded required documents as per Technical cum pre-qualification list given above at para 8.1

The Technical cum Prequalification documents of contractors/firms who have uploaded documents as per para 8.1 will be scrutinized as per list of Prequalification bid documents and any shortfall/clarification document, if required, will be asked from Agency through GeM Portal only. The bidder shall upload the requisite clarification / documents on GeM Portal within time specified by AAI, failing which bid will be liable for rejection.

The bids of those contractors will be accepted who are found qualified as per Technical cum Prequalification Criteria. The final evaluation of bids of each contractor/firm will be done & eligibility for opening of financial bid will be informed through GeM Portal to Agencies.

**10.2. Envelope -II (Finance Cover):**

The financial bids of the contractors/firms will be opened who are found to be meeting the qualifying requirements and technical criteria, and whose bids are accepted during technical & PQ criteria evaluation (Envelope-I).

11. **Refund of EMD:** The refund of EMD to bidders who fail to qualify in the eligibility / technical criteria, shall be initiated online within 15 days of opening of Envelope-I. For all tenderers who qualify and their financial bids are opened, their EMD of all such tenderers, except L-1, shall be refunded to their source account via on line mode only within 15 days of opening of Envelope-II.
12. 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. AAI also reserve the right to award the whole OR part of the work to a contractor.
13. AAI reserve the right to reject bids of working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restart/ Temporary /permanent debar by any department of AAI.
14. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award of the work). If at any stage, any information/ documents submitted by the applicant / Agency is found to be incorrect /false or have some discrepancy, which disqualifies the firm /Agency, then AAI shall take the following action:  
  
The agency shall be liable for debarment from tendering in AAI in all future tenders, apart from any other appropriate contractual/ legal action.
15. Consortium / JV companies shall not be permitted. No single firms shall be permitted to submit two separate applications.
16. AAI is not responsible for delay due to link failure / internet problem etc. in respect of submission / receipt of any document or in submission of E-bid. Bidders who are intending to submit 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-bids is submitted in time on GeM portal.
17. The quoted rate to include statutory labour components of PF, ESI and Bonus as per the prevalent Govt. guidelines. All such payment will be reimbursed on production of documentary evidence/ proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities. GST or any additional statutory taxes levied by Govt. will be reimbursed on production of documentary evidence

of payment to statutory, regulatory authorities duly certified by the In-charge (ATM/ATC)".

**No escalation on item is applicable, however agency will be entitled to get Reimbursement of hike in minimum wages, PF, Bonus, ESI contribution on production of documentary evidence.**

18. Concessions to MSEs (Micro and Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom or Udyam Registration Memorandum or any other body specified by Ministry of MSME units will be given as per the provisions (para-10) of Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012 as well as for Start-ups recognized by DPIIT as per guidelines issued by Govt.

19. This NOTICE INVITING e-TENDER shall form part of the contract documents.

**IN-CHARGE (ATM/ATC)  
AIRPORTS AUTHORITY OF INDIA  
CIVIL AERODROME, VAODARA.**

# **AIRPORTS AUTHORITY OF INDIA**

## **Vadodara Airport**

### **SECTION –B: GENERAL CONDITIONS OF CONTRACT (GCC)**

1. Bids are invited on behalf of Airports Authority of India for the work as mentioned in the summary of tender document.
2. The bid shall be in the prescribed form. Bids are invited on the basis of 02(Two) bid system as detailed in NIT via GeM portal.
3. The time period of contract shall be for **One Year** ie **366 (Three Hundred and Sixty Six)** days from the date of taking over of contract and contract may be extended for further up to **12 (Twelve) months** at the discretion of AAI and satisfactory performance of work by contractor on same terms and conditions of NIT.
4. The Bidder/Contractor shall not submit more than one bid. If he do so, all the bids submitted by him shall be summarily rejected
5. No two or more concerns/firms in which an individual is interested as Proprietor and/or Partner/ and/or Director shall bid for the execution of the same works, if they do so, all such bids shall be liable to be rejected.
6. Submission of a bid by a bidder 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, local conditions and other factors bearing on the execution of the nature of specified job.
7. **All rates shall be quoted in Price Bid as per Performa of GeM portal only.**
8. 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 lowest evaluated bid in financial bid in 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 bid or to give any reason for his decision.
9. A responsive bidder is one who submits priced bid and accepts all terms and conditions of the specifications and contract documents without any major modifications.
10. 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 bid, which are not acceptable to AAI, shall also be treated as a major modification. A bidder shall submit a responsive bid, failing which his bid will be liable to be rejected.

11. On acceptance of the bid, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from Airports Authority of India shall have to be submitted.
12. Taxes 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 whatsoever in this respect.
13. This tender document shall form part of the contract document/agreement.
14. All the bidders must indicate the capacity & authority of the individual signing tender

# **AIRPORTS AUTHORITY OF INDIA**

## **Vadodara Airport**

### **SECTION-C: SPECIAL CONDITIONS OF CONTRACT Part-1** **(SCC Part-1)**

**NAME OF WORK:-Job contract for provision of manpower- 02 Supervisor (Highly Skilled), 02 Vehicle Driver (Skilled) and 10 Bird Chaser cum Multitasking Staff (Semi-skilled) for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport for a period of one year (366 days) through GeM.**

The following special conditions shall be read in conjunction with AAI General Conditions of Contract & NIeT. 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.

1. It is contractor's responsibility to recruit suitable persons for carrying out the work entrusted under this contract and they shall be contractor's workmen and AAI has no responsibility whatsoever in regard to the workmen so employed by the agency for executing the aforesaid contract. If performance of any person deployed by the contractor is not satisfactory, the same staff has to be replaced immediately.
2. All workmen deployed for the job shall have good moral character, health and physique and contractor shall be responsible for the character and antecedent of the workmen of the contractor. Manpower Services shall be provided during the entire month.
3. The contractor on the instruction of **In-charge (ATM/ATC)** should dismiss or remove from the work, any person or persons in the contractors' employment who may be incompetent or breaches safety & Security rules & regulation of Airport or do such act which amounts to misconduct as per AAI Rules & Regulation. The contractor shall forthwith comply with such requirements.
4. It shall be contractor's responsibility to obtain the license under the contract Labour (Regulation & Abolition) Act, 1970, and the license shall be kept valid by renewing it from time to time as required by the said act.
5. The contractor shall, in particular, comply with all the conditions stipulated by the licensing authority in the license granted, under Section 12 read with Rule 25 of the Contract Labour Act and the Contract Labour Rules, and in particular it shall be contractor's responsibility to ensure:

- a) That workmen employed by contractor for executing the above contract are not to be paid at less than the minimum wages fixed by the Government or by any Agreement or Settlement or by the Commissioner of Labour, as the case may be.
  - b) Similarly, contractor shall ensure that the working hours and other service conditions are the same as stipulated in the contract.
  - c) It shall be contractor's responsibility to provide all the amenities/ facilities required to be provided to workmen under the Contract Labour Act, and in particular provision of canteen service to workmen, rest room, drinking water facility, latrines and urinals and first aid facility.
  - d) Contractor shall maintain all registers and records required to be maintained under the various labour enactment and the rules framed therein.
  - e) Contractor shall ensure that the disbursement of wages is done through on line and submit proof of remittance to In-charge (ATM/ATC) or his authorised representative, who will verify the payment, as required by law and authenticate the entries made in the wages register in token of his having witnessed the actual disbursement of wages.
  - f) The workmen employed by contractor on AAI premises for executing the above contract shall be under contractor's disciplinary jurisdiction. They shall, however, be subject to the overall discipline of the AAI.
  - g) If any of contractor's workmen employed on AAI premises commit any misconduct it shall be contractor's responsibility to take discipline action against them in accordance with law.
  - h) Contractor shall fully comply with the provisions of following labour enactment as may be applicable:
    - I. Factory Act, 1948
    - II. Payment of Wages Act, 1936
    - III. Employee's State Insurance Act, 1948
    - IV. Employee's Provident Fund Act, 1952
    - V. Payment of Bonus Act, 1965
    - VI. Any other labour enactment that may applicable to you or to your workmen for execution of the labour contract
6. It is clearly understood by and between the parties that the workmen employed by the contractor on the AAI's premises for execution of the above contract shall be workmen of the contractor and the AAI shall not be held directly or indirectly responsible for any of the liabilities of the contractor in respect of the workmen claim to be direct employees of the AAI.

7. The workmen employed by contractor will have no claim whatsoever on 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.
8. In order to ensure that no liability on the part of AAI, it is agreed between the parties that the Security Deposit/Performance Security deposited will be released on the submission of labour clearance certificate from the Local Labour Enforcement Office (Central). So that ,if there is any claim made by workmen regarding their dues, the same can adjusted against the balance money, so kept, provided you have not paid the said legal dues.
9. Compensation for short supply: If the staff employed by the contractor fail to attend the office in any day, compensation as per agreed rate on GeM portal + applicable penalty will be deducted from the bill of service provider/Contractor.
10. The price quoted shall be inclusive of minimum wages as prevailing labour rates, monthly / annually PIC / AEP Charges, Uniform charges, Extra payment for performing duties on 03 National Holidays (Republic Day, Independence Day, Gandhi Jayanti) and on Labour Day, contractor's profit (Service Charges), Reimbursement of EPF, ESI, Bonus & GST as applicable as per Government of India guidelines prevailing and revised from time to time on submission of proof of payment. In case of any increase in minimum wages during the contract period, same shall be reimbursed to contractor on production of documentary evidence or vice-versa. No additional payment such as contractor profit will be reimbursed due to increased wages. The current rate of minimum wages (**w.e.f. 01.10.2022**) as prescribed by CLC for Class B City (Vadodara) is given as for reference: **For Highly Skilled Worker (Supervisor): Rs.866/- per day, For Skilled Worker (Vehicle Driver): Rs.788/- per day, For Semi-skilled Worker (Bird Chaser Cum Multitasking Staff): Rs. 671/- per day.**
11. The difference in minimum wages based on the actual payment made to the labour will be paid to the contractor on revision of minimum wages by the office of Regional Labour Commissioner (Central) or vice-versa. The labour wages are revised twice in the year by the office of Regional Labour Commissioner (Central). The contractor has to submit the proof for the payment of wages to the labour for reimbursement of difference of wages. However, no additional amount such as contractor's overhead & profit will be paid on this reimbursement.
12. **The payment of wages should be made to the employed manpower / labours account through RTGS / NEFT / Online by the 07 th of every successive month. Delay in payment will attract a penalty of Rs.50.00 per day per employee and will be paid by the contractor to his employee along with salary.**

13. The contractor should employ only those work men who satisfies the eligibility criteria & found suitable after screening / interview. The decision of In-charge (ATM/ATC) in this regard shall be final and binding.
14. The working hours per shift shall be as per operational requirement or as decided by In-Charge (ATM/ATC) or his authorized representative. The contractor shall ensure that workmen employed by him shall adhere to timing as per shift. Any late coming / early leaving shall be deducted from bills of contractor on pro-rata basis along with penalty considering normal duty of 8 hours per day.
15. The contractor should quote the rates very carefully in price bid format of GeM Portal considering current rates of minimum wages (Highly Skilled-02 nos., Skilled- 02 nos., Semi-skilled-10 nos. of manpower) which shall include following cost components:
- a) Minimum wages rates as applicable
  - b) Extra payment for 03 National Holidays (Republic Day, Independence Day, and Gandhi Jayanti), and for Labour Day.
  - c) Reimbursement of PF, ESIC, Bonus & GST
  - d) Cost of monthly TAEP/ AEP charges.
  - e) Cost of Uniform  
Note: Uniform description as per Point 4 of SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-2 (SCC Part 2): Provision of Uniform
  - f) Contractor profit (Service Charges)

**16. Employees Provident Fund & Miscellaneous Provident Act 1952 and State Insurance (ESI) Act, 1948.**

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, and ESI Act, 1948, amended from time to time and rules framed there under. Some of the provisions are given below:

- a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation, while submitting tender and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
- b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No before taking over of contract.
- c) The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.
- d) 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.

17. 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.
18. Before deploying the worker, contractor shall submit declaration form duly signed by worker and counter signed by employer along with qualification certificate, experience certificate, police verification, Address proof, Identity proof and photo etc. to In-charge(ATM/ATC) for verification.
19. The Contractor has to make applicable extra payment as per prevailing rules for performing duties on all 03 National Holidays (Republic Day, Independence Day, and Gandhi Jayanti) and on Labour Day to each worker.
20. The Contractor shall arrange Character & Antecedent verifications & pay the fees required for Airport Entry Pass issued by BCAS from the concerned Airport officials. Contractor is required to follow all BCAS rules and regulations prevailing as on date and revised from time to time.
21. A. **It is responsibility of agency to obtain Security clearance from BCAS and submit Security program as per BCAS rules and shall bound to comply all rules and regulations related to security for working at Airport as per prescribed by BCAS. Agency has to apply for Security Clearance on line to BCAS through <https://esahaj.gov.in> within 05 days of award of contract. Simultaneously agency has to apply for provisional security clearance through CSO AAI Vadodara. Agency shall complete all necessary documentation/procedure to obtain Security Clearance and Security Program with-out fail. All procedures related to issue of Airport Entry Permit (Biometric/Temporary) to the deployed staff shall be done by contractor as per current guidelines and all the cost incurred during same shall be borne by contractor and same shall be considered while quoting rate during Tendering.**
21. B. **Contractor shall follow necessary procedure as per current guidelines for Mandatory AVSEC Training for deployed staff, cost incurred during same shall be borne by contractor and same shall be considered while quoting rate during Tendering.**
22. The contractor shall provide copies of EPF & ESI Electronic Challan cum Receipts of monthly contributions in respect of contract workers engaged for contract work on month-to-month basis.
23. **Inspection of site:**  
The Contractor shall be deemed to have satisfied himself as to the nature of the site of work, local facilities of access availability etc. and all other matters affecting his prices for the execution and completion of work.

**24. Sufficiency of tender:**

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works to be carried out which would cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works to be carried out.

**25. Contractor's Representatives, Agents and workmen:**

25.1. The contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor by third parties or by central Authority or any political subdivision thereof.

25.2. The contractors shall employ only Indian Nationals and verify their antecedents and loyalty before employing them on the work. He shall ensure that no person of doubtful antecedent and nationality is in any way, associated with the works.

**26. Bye Laws:**

The contractor shall comply with all bye-laws and regulations of local and other statutory Govt. authorities having jurisdiction over the works to be carried out/services to be provided and shall be responsible for payment of all fees and other charge and for giving and receiving of all necessary notices and keep the / In-charge (ATM/ATC) or his successor in the office, informed of the said compliance with the bye- laws, payment made notices issued and received.

**27. Payment:**

27.1. The bill (e-invoice) shall be raised monthly by the contractor in triplicate along with following documents & records and be submitted to In-charge (ATM/ATC) by 15th of successive month. Payment of the same shall be made by AAI, (by Electronic Money transfer directly to the account) within 30 days subject to undisputed claim.

27.2. Statement of payment made in previous month in respect of Manpower provided to AAI for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport Work/Job and other statements with regard to (a) Attendance, OT (b) Wage including VDA, (c) EPF, (d) ESI and (e) Bonus etc including deductions from each person's as individual contribution in each head as per Government norms and net payment made by the contractor to each person shall have to be submitted along the bill. In addition, any other records as per prevailing provisions of labour laws issued by local Government Authority should also be submitted.

27.3. In the event of any dispute the decision of AAI shall be final and binding on Contractor.

## 28. Payment of Wages:

- 28.1. The payment to be made by contractor to manpower supplied/deployed for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport Work/Job shall not be less than minimum wages as prescribed by the Central Govt. for **Class B city (Vadodara)**. The contractor shall be responsible for fulfilling the requirements of all the statutory provisions of Contract Labour (Regulation and Abolition) Act, Minimum Wages Act, Bonus Act, Gratuity Act, Employees Provident fund Act, Motor vehicles Act, Industrial Dispute Act, and other industrial enactments at his own cost and risk, in respect of all staff employed by him. If due to any reason whatsoever, the AAI is made liable for any acts of omissions and commissions under laws in force, it shall be payable by the contractor and all such liabilities shall be recovered by the AAI from any dues payable by AAI to the contractor and/or from security deposit/performance security of the contractor and available properties and sources of contractor through process of law.
- 28.2. Contractor Shall comply all statutory provision and various acts in respect of manpower provided for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport Work/Job like EPF, ESI, Labour License etc. in respect of manpower provided to AAI issued by appropriate Government authority and produce necessary voucher for proof of payment made to appropriate authority in respect of EPF, ESI, Bonus etc. in next month bill towards the manpower provided to AAI, Failing which their next month payment would not to be processed. The payment of wages should be made directly by the contractor to his workmen and not through any other agencies, in presence of AAI / his representative.
- 28.3. In case of non-payment of wages or any other dues of any workman engaged and provided for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport Work/Job to AAI by contractor, AAI reserves the right to make payment and to recover the amount of such payment including penalty from bill of contractor or from any amount payable to him under any contract or as debt payable by contractor.
- 28.4. Release of payment to the contractor each month shall be subject to the contractor satisfying the AAI that the contractor has paid prescribed minimum wages to his workers provided for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport Work/Job to AAI during the previous month and documents/proof submitted by contractor.
- 28.5. If at any point of time during currency of contract awarded to the successful firm, the rate quoted by contractor for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport Work/Job and payment of Wages to their worker including VDA and approved by AAI falls lower than minimum wage including VDA declared by appropriate

Government Authority, contractor may submit necessary application for revision of rate of minimum Wage including VDA and related statutory contributions by AAI (percentage of Wage including VDA in respect of ESI, EPF and Bonus excluding contractor service charge) to the In-charge (ATM/ATC) O/O the Airport Director, Vadodara and the difference will be reimbursed to the contractor without any change in contractor profit. Contractor has to ensure payment of minimum wage to manpower provided to AAI for Job Work and related statutory contributions (ESI, EPF and Bonus) by AAI and contribution by each person & deposition with appropriate Government Authorities as per prevailing laws during currency of contract.

28.6. On award and commencement of contract within one month, contractor has to submit an affidavit on non-judicial stamp paper before the officer concerned that they are fully observing the Minimum Wage Act 1948, payment of minimum wages to labours, deduction of provident fund amount at the prescribed rate and timely deposit to the P.F. account in legal obligation under the Labour (Regulation and Abolition) Act 1970.

28.7. In the case where employees deployed manpower by Contractor/Service Provider work overtime due to operational reasons, then Contractor/Service provider shall ensure that they are paid wages as per Overtime Rate as per Govt. norms for the Overtime period and same shall be reimbursed to Contractor/Service Provider on pro-rata basis after submission of proof of same and subsequent verification of documents.

### **29. COMPLIANCE OF VARIOUS ACTS ON LABOUR:**

29.1. 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.

29.2. The contractor shall ensure regular and effective supervision and control on their personnel deployed by him/her and give suitable direction for undertaking the contractual obligations of work/job of Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport.

29.3. 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. In this regard, an affidavit in Rs.300/- non judicial stamp paper shall be furnished by contractor as per format mentioned in Annexure-V.

### **30. RECORDS:**

30.1. The contractor shall keep and maintain each and all records as 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.

30.2. 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.

**31. CHANGE IN QUANTITY:**

The AAI reserves the right to vary the quantity of Man Power or group of Manpower (Increase or decrease) 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 50% of the original quantity ordered during the currency of the contract. Payment for the same shall be made on pro-rata basis.

32. The Authority 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/performance security. Further, more, the agency shall be responsible for the payment of compensation, insurance etc. if any in respect of his employees.

33. 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 or as regards to the personnel driving the service, the Authority shall intimate to the agency who shall attend the complaints promptly.

34. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.

35. Agency/contractor shall arrange for police verification of character & antecedents, Airport Entry Passes (from BCAS) manpower to be provided at Agency/Contractor Cost.

36. Contractor shall provide the photo identity card/badge to all his employees, indicating name, designation etc.

37. If the 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.

### **38.PENALTY:**

A penalty of 1.5 times of applicable wages per day per person per occasion shall be deducted from the monthly bill/ security deposit/performance security or any other dues of the Contractor on unauthorized absence by the manpower deployed.

### **39.DISPUTE RESOLUTION MECHANISM AND ARBITRATION CLAUSE:**

#### **Dispute Resolution Clause**

All disputes or differences which may arise out of or in connection with or incidental to the Agreement(s) including any dispute or difference regarding the interpretation of terms and conditions of any clause(s) thereof shall be dealt with as provided hereinafter:

**39.1. Through Mediation:** All dispute(s), at the first instance, shall be referred to the Mediation Committee of Independent Experts (MCIE) or individual mediator for mediation as per AAI Mediation Policy and applicable laws. All cost of mediation, shall be borne equally by the parties.

In case either party withdraws from the Mediation or dispute(s) is not resolved within 120 days of reference to the Mediation, then the aggrieved party may invoke arbitration through sub para (ii) within 30 days from the date of receipt of Partial Settlement Agreement or Failure Report.

**39.2. Adjudication through Arbitration:** In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub para 39.1 above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

**39.2.A.** When the amount involved is above 25 crores, adjudication shall be made by Arbitral Tribunal comprising of 03 arbitrators. Each party to appoint one arbitrator and the two appointed arbitrators shall appoint the Presiding Arbitrator.

**39.2.B.** When the amount involved is Rs 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the party, as per format annexed at Annexure-A

Unless the contract has already been repudiated or terminated, the parties shall, in every case, continue to proceed to perform their respective obligations under the agreement.

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

No dispute shall be referred for resolution under this clause through arbitration in matters for which eviction & recovery procedure is provided under Chapter-VA of the Airports Authority of India Act, 1994.

For the purpose of the above 'Initial statement of Claim' should be taken into consideration for deciding individual arbitrator or Tribunal under clause 39.2 A & B of the Dispute Resolution Clause

**Dispute Resolution Committee(s)/DRB shall stand replaced by Mediation Mechanism as stipulated above**

From:

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

To,

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

No. \_\_\_\_\_ Date: \_\_\_\_\_

**Reference: Agreement No. \_\_\_\_\_ for the work of \_\_\_\_\_  
Court Case Number/Arbitration between \_\_\_\_\_ & \_\_\_\_\_**

**Subject: Request to refer the existing dispute for mediation through  
Mediation Committee of Independent Experts.**

Sir,

Please refer the subject cited above. Vide agreement dated \_\_\_\_\_ for \_\_\_\_\_, dispute arose with regard to \_\_\_\_\_ and the matter is pending for/ yet to be referred for resolution/adjudication by Dispute Resolution Committee/ Dispute Resolution Board/Arbitrator/ \_\_\_\_\_ court.

I/We \_\_\_\_\_, do hereby request the Airports Authority of India to refer our dispute/ongoing dispute to MCIE as per AAI Mediation Policy dated \_\_\_ which are listed as under:

- i.
- ii.
- iii.

We undertake to abide by the terms and conditions of the said policy of AAI and would not question any settlement, if arrived, through Mediation. All cost/expense of mediation shall be borne equally with the Accepting party.

It is consented that by referring the matter to mediation, dispute resolution through DRC/DRB under clause \_\_\_\_\_ of the agreement, is dispensed with.

Yours Faithfully,  
(\_\_\_\_\_)

**Authorized Representative of Requesting Party**

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

**Authorized Representative of Accepting Party**

\*This is a model format and suitable changes may be made as per requirement. Inapplicable part to be deleted

**Format Consent Letter**

Dispute Resolution Clause- Para 39.2 (B)

To,  
The Chairman/Member/Regional Executive Director,  
Airports Authority of India,  
\_\_\_\_\_

**SUB:** Request for appointment of arbitrator under clause \_\_\_\_\_ of the  
\_\_\_\_\_ agreement dated \_\_\_\_\_ for \_\_\_\_\_

Sir/Madam,

1. We state that \_\_\_\_\_ (contractor/agency) was awarded work/  
concession of \_\_\_\_\_ at  
\_\_\_\_\_ Airport/ \_\_\_\_\_ (other location) of Airports Authority of  
India through Award Letter dated \_\_\_\_\_
2. Dispute related to \_\_\_\_\_ arose between us (contractor/agency) and  
AAI.
3. On \_\_\_\_\_ (date), dispute was referred to Mediation as per AAI Mediation  
Policy and any settlement on the following claims/disputes was not reached  
between parties:
  - (i)
  - (ii)
  - (iii)
4. A concise statement along with claim in respect of each of such disputes is  
attached herewith.
5. In view of the above, we invoke arbitration under clause \_\_\_\_\_ of the  
\_\_\_\_\_ agreement between us and AAI and as per proviso to  
Section 12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and  
request the Chairman/Member/Regional Executive Director AAI to appoint  
arbitrator from AAI's panel of arbitrators.
6. I/We also give my/our consent for appointing any of an arbitrator from AAI's  
approved panel of arbitrators, **as per paragraph -5 above.**

Thanking you,

( \_\_\_\_\_ )  
Authorized Signatory of

Encl: As above

**[Format for opting Mediation in existing Agreements\*]-Paragraph 06 of TI**

#### 40. TERMINATION OF CONTRACT

- 41.1. Without prejudice to the right of termination provided under the General conditions of contract (GCC) or without prejudice to any other remedy available to the contract in this behalf, AAI may terminate the contract at any time on giving the contractor not less than 30 days' 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, AAI, Vadodara Airport, Vadodara shall be the sole judge.
- 41.2. 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 equipment, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- 41.3. 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 AAI whatsoever.
- 41.4. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- 41.5. Notwithstanding anything contained above, if the contract is terminated on the ground of force majeure, AAI will not be responsible to pay any compensation.
- 41.6. The service being provided is a mandatory requirement to be complied by AAI in order to provide safe Air Traffic Services. Therefore, in the event of Service provider is not able to provide the service for reasons whatsoever, **a minimum 90(Ninety) days' Notice shall be given by the Service provider to AAI management to make alternate arrangements.**

#### 41. SECURITY DEPOSIT/Performance Security:

- 42.1. **Security deposit/Performance Security:** The contractor, whose tender is accepted, will be required to furnish security deposit/Performance Security @ **3% of offered amount/contract value in the form of Demand Draft/ or Bank Guarantee (in prescribed format as per Annexure-VII)** in favor of Airports Authority of India, Vadodara Airport drawn on a Nationalized /Scheduled Bank (As per RBI Schedule) having office in India and payable at Vadodara. No interest on security deposit/performance security is payable by AAI.
- 42.2. After termination/ expiry of the contract, the security deposit/performance security 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.

#### **42. SUBLETTING OF CONTRACT:**

Directly or indirectly, the Contractor shall not Sublette the Work/Contract/assigned to other agencies/parties without obtaining written permission from the AAI which reserve all the rights in this regard.

#### **43. AGREEMENT:**

44.1. All the terms and conditions underwritten in the tender Document with set of General Conditions, Conditions of Contract, Special Conditions, specified in Scope of work. Annexure –I to VI and those which would form of work order placed on successful tenderer shall form the part of the agreement to be made with the AAI.

44.2. In the event of issuance of "letter of Intent" to the contractor, he will notify to the Airport Director, AAI, Vadodara Airport, Vadodara in the office. The contractor will have to execute a work contract on a sum of Rs. 300/- (OR to an amount which fulfils the legal obligations of such contract), on a Non-Judicial Stamp paper, duly attested by an oath commissioner, at his own cost.

#### **44. Period of Contract:**

The period of contract will be for **One Year ie 366 (Three Hundred and Sixty Six) Days**. The same can, however, be extended for a further period of another **12 (Twelve months)** at the sole discretion of AAI & satisfactory performance of contractor and on same terms and conditions of NIT.

#### **45. Novation Clause:**

The contract period is for **One Year ie 366 (Three Hundred and Sixty Six)** days or the date of transfer of the airport under the PPP mode which ever early. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever and without assigning any reason.

**46. Obligations relating to Transfer**

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

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

Signature of the Tenderer \_\_\_\_\_

Name: \_\_\_\_\_

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

Place: \_\_\_\_\_

Email Id: \_\_\_\_\_

**SECTION-C: SPECIAL CONDITIONS OF CONTRACT Part-2**  
**(SCC Part 2)**

**NAME OF WORK:-Job contract for provision of manpower- 02 Supervisor (Highly Skilled), 02 Vehicle Driver (Skilled) and 10 Bird Chaser cum Multitasking Staff (Semi-skilled) for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport for a period of one year (366 days) through GeM.**

The following special conditions shall be read in conjunction with AAI General Conditions of Contract & eNIT. 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.

**SCOPE OF WORK**

**1. Deployment of Manpower:**

- i. The Contractor/Service provider must deploy Total of Nos of **14 (Fourteen)** manpower **in 02 (Two) shifts** and each shift of 08 (eight) hours per day on all days of the year as follows:

<b>Shift Details → Manpower Category ↓</b>	<b>Morning Shift (0530 to 1330 IST)</b>	<b>Afternoon Shift (1330 to 2130 IST)</b>
Supervisor (Highly Skilled)	<b>1</b>	<b>1</b>
Vehicle Driver (Skilled)	<b>1</b>	<b>1</b>
Bird Chaser Cum Multitasking Staff (Semi-skilled)	<b>5</b>	<b>5</b>

**Table 1- Staff Deployment Table**

- ii. The Contractor/Service Provider shall grant One Day Weekly Off to each deployed manpower and shall also deploy appropriate Nos of reliever staffs to cover for Weekly off/Leaves etc. of the employees and also as and when required.
- iii. The above-mentioned staff deployment can be changed in respect of shift timings as well as in respect of Nos of Manpower deployed as per sole discretion of Airport Director/In-charge (ATM/ATC) or their authorized representative.
- iv. The work/job is operational in nature and is to be carried out in high security as well as sensitive/critical area of Aircraft operations, hence staff deployed by the Contractor/Service Provider shall be mentally as well as physically fit to perform duties as per work/job requirement.
- v. The contractor/service provider shall ensure the availability of Staffs deployed as per Staff Deployment Table (Table 1) and as per requirement during any emergency/exigency situation and also as and when required as per instructions of Airport Director/In-charge (ATM/ATC) or their authorized representative.

## 2. Venue & Timing:

- i. Activities of Chasing out Birds and Animals from Operational Area & Activities related to the Wildlife Management is to be carried out in Operational Area of AAI's Vadodara Airport, Vadodara.
- ii. Activities of Chasing out Birds and Animals from Operational Area & Activities related to the Wildlife Management must be carried out without fail in all shift on all days of year including Sundays, Public/National Holidays etc.
- iii. All Staffs deployed as per Staff Deployment Table (Table 1) needs to be present before commencement of each shift.
- iv. Vadodara Airport provide services to Schedule flights, non-schedule flights and provide extra shifts to cater defense/other operational requirements, the timings of which are variable in nature. Hence the service provider needs to provide manpower as per variable requirement of Vadodara Airport.
- v. Timings of shifts may change due to operational requirements and same shall be intimated to the agency in advance. The contractor/service provider shall be in a position to extend the services accordingly to meet the all such requirements.

## 3. Work/Job Description:

- i. The Purpose of this Work/Job contract is **"To Protect All Aircraft Operations from Any Type of Hazzard Arising Due to Bird/Animal Activity in and around Operational Area of Vadodara Airport and Ensure activities related to Wildlife Management"**.

Job/Work description mainly includes all below mentioned activities:

- a) Deployment of Manpower as mentioned in point 1 of SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-2
- b) Keeping Attentive Watch/Scout on area in and around operational area of Vadodara Airport for any Bird/Animal movement activities and Immediate Alerting of such Bird/Animal movement activities to ATC.
- c) Perform activities related to Bird/Animal scaring as per specific instruction from ATC by using Available Crackers and other available Bird/Animal Scarring devices
- d) Removal of remains of Bird/Animal after Bird Hit/Animal Hit by an aircraft.
- e) Removal of Any form of **FOD (Foreign Object Debris)** from all Movement area of Aircraft.

The Contractor/Service Provider must ensure below mentioned activities:

- ii. Deployed manpower must do operational area inspection to look out for bird/animal activity Chase out Bird/Animals out of operational area of by using available Bird/Animal Scarring Devices.
- iii. Deployed manpower must put all necessary efforts with available resources to keep Bird/Animals away from Runways strip, Taxiway Strips and All Movement Area of Aircraft.
- iv. Deployed manpower must inspect cages which are kept in Operational area of Vadodara Airport for Wildlife Management Activities and inform to appropriate authorities if any Bird/Animal is caught inside them.
- v. Deployed manpower must do the all activities of coordination with concerned agencies for safe rehabilitation of Bird/Animal caught inside Cages kept in Operational area of Vadodara Airport for Wildlife Management Activities.

- vi. Deployed manpower must daily check availability of Crackers and serviceability of Operation vehicle and Bird Scarring Devices such as Gas Zone Guns, Six Shot Launcher (Sound Guns), Cages kept in Operational area of Vadodara Airport for Wildlife Management Activities etc. and report to concerned authorities for unavailability or unserviceability of abovementioned resources.
- vii. Deployed manpower must do the coordination for maintenance activities of abovementioned resources with concerned authorities.
- viii. Deployed manpower must exercise caution while using crackers or any other Bird/Animal Scarring Device so that such use does not have any adverse effect on Safe Aircraft movement.
- ix. Deployed manpower must keep operational area clean and remove burst/burnt crackers or their parts.
- x. Deployed manpower must exercise caution while using crackers so that Grass Fire like situation can be avoided at any cost and if at all Grass Fire like situation arises then same shall be informed immediately to ATC and Fire Department of AAI.
- xi. Deployed manpower must keep appropriate record of usage, issue of Fire Crackers and serviceability of resources of Bird/Animal Scarring Devices etc.
- xii. Deployed manpower must follow all procedure as per SOP developed on BCAS guidelines on usage of crackers and take all necessary efforts to avoid misuse of fire crackers.
- xiii. Deployed manpower must be conversant with usage of walkie-talkie for communication with ATC.
- xiv. Deployed manpower must keep diligent watch on Aircraft Movement/Vehicle Movement in area around their pre-determined post/position.
- xv. Deployed manpower must keep diligent watch on any works such as construction or maintenance and inform ATC immediately if such work is creating any breach in safety of Aircraft Operation.

**Note: The activities under this work/job are not limited to above-mentioned activities. The activities in this work/job may change as per requirement of ATC Duty Officer/In-charge (ATM/ATC)/Airport Director or their authorized representative.**

#### **4. Provision of Uniform:**

The work/job is operational in nature and is to be carried out in high security as well as sensitive/critical area of Aircraft operations, hence the Contractor/Service Provider must ensure provision of uniform to all deployed manpower.

##### **Uniform Description:**

- a) Two Sets of Pair of Shirts and Pair of Pants
- b) One Pair of Shoes and Two Pairs of Socks
- c) One Pair of Gum Boots
- d) One Rain Coat and One Umbrella
- e) One High Visibility Jacket

**Note: The contractor/service provider shall take concurrence of In-charge ATC before finalizing Uniform to ensure no compromise is made in quality of uniform provided to the staff.**

## 5. Code of Conduct for Deployed Manpower:

The work/job is operational in nature and is to be carried out in high security as well as sensitive/critical area of Aircraft operations, hence the Contractor/Service Provider must also ensure below mentioned:

- i. Deployed manpower must be punctual in nature and shall report for duty well in time before start of shift without fail.
- ii. Deployed manpower must always report for duty in Uniform.
- iii. Deployed manpower must be attentive and shall always be on toes for instructions from ATC and shall promptly take necessary action.
- iv. Deployed manpower must always must abstain from any type of activities of frivolity such as informal conversation, any entertainment or other unnecessary activity on Mobile Phone etc.
- v. Deployed manpower always must not sleep while they are on duty
- vi. Deployed manpower always must not leave the duty position/post without prior permission form ATC Duty Officer for any reason whatsoever.
- vii. Deployed manpower must maintain decorum while talking on Walkie-Talkie with ATC and must follow appropriate Radio Telephony procedure to convey the message.
- viii. Staff deployed on Vehicle Driver duty and Supervisor must possess valid LMV driving license and shall follow necessary guidelines of Airfield Driving Permit while driving in operational area.
- ix. Deployed manpower must maintain cleanliness around their duty post and avoid eating in open area in operational area since it increases Bird/Animal Activity.
- x. Deployed manpower must adhere to all procedure/process/SOP developed for working/entering in operational area while they are duty.
- xi. Deployed manpower must ensure strict adherence to the all COVID-19 protocol issued by government of India from time to time while complying with these requirements
- xii. Staff deployed on Supervisor duty must have working knowledge of computer and applications such as MS-Office (Microsoft Word, Microsoft Excel etc.)

## 6. Penalty Clauses:

The Purpose of this Work/Job contract is "To Protect All Aircraft Operations from Any Type of Hazzard Arising Due to Bird/Animal Activity in and around Operational Area of Vadodara Airport and Ensure activities related to Wildlife Management". Hence below mentioned activities which directly or indirectly creates hazard to Aircraft Operations or causes Bird/Animal Hit shall attract penalty as mention below-

- i. **Late reporting of Manpower for Shift Duty:** If deployed manpower reports 15 mins later than the time of Actual Shift Reporting then an amount of **Rs. 100/- (Rs. One Hundred) for each manpower for each such occurrence shall be levied as penalty.**
- ii. **Missing from Duty Post/Position:** If deployed manpower is found missing from pre-defined duty posts without prior and explicit permission from ATC Duty Manager then an amount of **Rs. 100/- (Rs. One Hundred) for each**

**manpower for each such occurrence shall be levied as penalty.**

- iii. In case, where **deployed manpower is less than the required Nos of manpower** as mentioned in Point 1 of SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-2 (SCC Part-2) then penalty shall be levied as per **Point 38 of SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-1 (SCC Part-1)** and also in addition to that the deduction of per day agreed rate on pro-rata basis shall be made out of the monthly bills/security deposit of the contractor/service provider.
- iv. In case any **deployed manpower does not wear High visibility jacket** in operational area during his duty Hour, A penalty of **Rs. 200/- (Rs. Two Hundred Only) per occasion per person** shall be levied.
- v. In case of deployed manpower fail to control the Bird/Animal Hazard and which directly affects the safety of Aircraft operations then an amount of **Rs. 500/- (Rs. Five Hundred) for each such occurrence shall be levied as penalty.**

**All of the abovementioned penalties if levied/imposed, shall be recovered from the monthly bills / security deposit or any other amount under this or any other contract, payable to contractor/service provider.**

**All decisions regarding levy of penalties shall be at sole discretion of Airport Director/In-charge (ATM/ATC) or their authorized representative and shall be final and binding to contractor/service provider.**

**This Scope of Work is not limited to above mentioned terms and conditions, Scope of Work may be changed as the per discretion of Airport Director/In-charge (ATM/ATC) or their authorized representative and Service provider shall abide by all the direction/instructions issued from time to time during contract period.**

**IN-CHARGE(ATM/ATC)  
AIRPORTS AUTHORITY OF INDIA  
CIVIL AERODROME, VADODARA**

(On Organization's Letter head)

**UNCONDITIONAL ACCEPTANCE OF AAI TENDER  
CONDITIONS.**

Date:

To  
Airport Director  
Airports Authority of India,  
Vadodara Airport,  
Vadodara- 390022.

Sir,

**ACCEPTANCE OF AAI'S TENDER CONDITIONS**

1. The tender documents for the work "**Job contract for provision of manpower- 02 Supervisor (Highly Skilled), 02 Vehicle Driver (Skilled) and 10 Bird Chaser cum Multitasking Staff (Semi-skilled) for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport for a period of one year (366 days) through GeM**" have been made available to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us on GeM portal which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of Notice Inviting Tender of the Tender Document 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 remarks/conditions in the tender uploaded in Envelope-I & II In case, any condition(s) are found in Envelope I i.e. (Technical Bid cum prequalification ) then Envelope –II i.e. Financial Bid shall not be opened, or if any condition found in Envelope –II not as per NIT then Financial Bid the bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to take actions as per prevailing rules.
4. 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/We will immediately report it to the appropriate authority in AAI.

5. We have uploaded proof of payment of EMD paid online/ have uploaded respective MSME /NSIC/Udhyam registration certificate/Certificate of Recognition issued by DPIIT for Similar Nature of work viz. Supply of Manpower to seek exemption for payment of EMD, Prior Experience and Prior Turnover in Envelope-I
6. I/We agree that "If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / legal action".
7. I/We also undertake that I/We undersigned, is in all necessary capacity to/ have all necessary authority to sign all necessary documentation for all legal and other documentation related to this tender.
8. Thanking you,

Yours Faithfully

Date: (Signature and Name of the authorized signatory of Firm)

Name:  
Contact No:  
Mail id:

**Airports Authority of India  
Tender Form  
Item Rate Tender & Contract for Work**

Airport: Vadodara  
Department: Air Traffic Management

Tender for the work of "**Job contract for provision of manpower- 02 Supervisor (Highly Skilled), 02 Vehicle Driver (Skilled) and 10 Bird Chaser cum Multitasking Staff (Semi-skilled) for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport for a period of one year (366 days) through GeM**".

(A) Tender in two e-bids (Envelope-I, & II) to be uploaded up to \*\_\_\_\_\_ up to \*\_\_\_\_\_Hrs on GeM e-Tender Portal.

Envelope-I to be opened on \*\_\_\_\_\_at \*\_\_\_\_\_Hrs in the office of **In-charge (ATM/ATC), Airports Authority of India, Vadodara Airport, Vadodara, Gujarat-390022 through GeM e-tender portal.**

\*Date & Time as per Critical Date Sheet

**TENDER**

I / We have read and examined the notice inviting tender, General Conditions of Contract, Clauses of Contract, Special Conditions of contract, & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I / We hereby tender for the execution of the work specified for the Airports Authority of India within the time specified in tender documents and in accordance in all respects with the Rules and Directions and of the Conditions & Special conditions of contract and with such material as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **180 days** from the last date of Submission of the bids and not to make any modifications in its terms and conditions. We also agree to extend above mentioned period on same terms and conditions, if required, as per the request of AAI through GeM Portal.

**A sum of Rs. 1,24,390.00/- (Rupees One Lakh Twenty-Four Thousand Three Hundred Ninety Only)** is here by forwarded in the form of RTGS / NEFT against earnest money or I/We have submitted all required documents to claim exemption of payment of earnest money. If I / we, fail to furnish the prescribed performance Security within prescribed period, I / We agree that the said AAI or his successors in

office shall without prejudice to any other right or remedy, be at liberty to take action as per prevailing clauses of contract. Further, if I/We fail to commence work as specified, I/We agree that AAI or his successors in Office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the Performance Security absolutely, otherwise the said earnest money shall be retained by him towards security deposit/performance security to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Further, I /We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Security as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I / We hereby declare that, I / We shall treat the tender documents of this work as secret / confidential documents and shall not communicate information / derived there from to any person other than a person to whom I / We am / are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Date:\_\_\_\_\_ (Signature and Name of the authorized signatory of Firm)

Witness Name:\_\_\_\_\_  
Address:\_\_\_\_\_  
Occupation:\_\_\_\_\_  
Email:\_\_\_\_\_  
Contact No:\_\_\_\_\_

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Airports Authority of India for a sum of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_)

The letters referred to below shall form part of this contract Agreement:

- i.
- ii.
- iii.

For & on behalf of  
The Chairman,Airports Authority of India

Signature-----  
Dated.....

Designation-----

(On Organization's Letter head)

**DECLARATION**

I/We.....Proprietor/Partner.....  
of M/s. ....  
full Address.....

Solemnly declare that No case is lodged in Police OR Court against me/us.

I/We stated that if any information/Documents found false or what so ever at any stage or after the contract, then the Security deposit/Performance Security shall be forfeited / contract may be terminated immediately and legal action as deemed fit by AAI may be initiated against me/us.

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

(Signature and Name of the authorized signatory of Firm)

Full address of the firm.....

.....

.....

Dated.....

**AFFIDAVIT**

**(To be executed on Rs. 300/- Non-Judicial Stamp Paper and duly notarized)**

I, ( \_\_\_\_\_ ), age \_\_\_\_\_ years S/o

\_\_\_\_\_ proprietor / Managing Partner / Managing Director of M/s \_\_\_\_\_

having address \_\_\_\_\_

do hereby solemnly affirm and state as follows;

I am competent to swear this affidavit on behalf of \_\_\_\_\_

(name of the agency) and hereby confirm that I am fully complying with the legal obligations with regards to payment of minimum wages as per minimum wages Act – 1948 and deduction of Provident Fund Authorities as per EPF & MP Act – 1952, Contract Labour (Regulation and Abolition) Act, 1970, Bonus payment act and any other statutory labour laws and act prevailing and revised time to time by Government of India/ any State.

Date: \_\_\_\_\_ (Signature and Name of the authorized signatory of Firm)

(Notary)

**(Note: Affidavit submitted must be executed and duly notarized after date of release of Tender/Bid on GeM Portal)**

**UNERTAKING FOR GST COMPLIANCE**

(On Organization's Letter head)

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

- A. That the bidder (M/s ..... ) is registered under GST and compliant of GST provision.
- B. In case of non /compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
- C. That all input credits have been passed on the AAI by the bidder.

Date: (Signature and Name of the authorized signatory of Firm)

**UNDERTAKING REGARDING DEBARMENT/BLACKLISTING**

(On Organization's Letter head)

I/We .....(Name and Post of authorized signatory)..... on behalf of  
M/s .....(Name of Firm)..... do here by  
solemnly affirm and declare as follows:

(i) Our firm is not restrained/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 proposal.

(ii) None of Proprietor/Partners/Board Members/ Directors of M/s .....(Name of Firm)..... has remained Proprietor/Partners/Board Members/ Directors in any firm which stands debarred/ Blacklisted by AAI or Central/ State Govt. Dept./ PSU / World Bank / ADB etc. and debarment is not in force as on last date of submission of proposal.

(iii) Our firm understand 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 Firm)

**(Note: Undertaking submitted must be sworn after date of release of Tender/Bid on GeM Portal)**

**PROFORMA FOR BANK GUARANTEE**  
**(SECURITY DEPOSIT/PERFORMANCE SECURITY)**

(On Non-Judicial stamp paper of an appropriate value)

To

Airport Director,  
Airports Authority of India  
Vadodara Airport, Vadodara

Dear Sirs,

We.....hereby refer to the contract  
No.....dated.....between the  
.....as purchaser and  
M/s.....  
..... as contractor providing in substance for the  
provisioning of .....as particularized in the  
said contract, to which specific reference is made. Under the terms of the said  
contract, the contractor is required to provide a bank guarantee in a form acceptable  
to the purchaser for the amount of .....% of the entire contract price  
extending to performance by the contractor of all the terms and conditions of the  
contract.

In view of the foregoing and pursuant to the terms of the said contract, which contract  
is referred to and made a part thereof as full and to the same extent as if copied at  
length herein, we hereby absolutely and unconditionally guarantee to the purchaser,  
performance of the terms and conditions of the said agreement to the extent of  
..... . This guarantee shall be  
construed as an absolute, unconditional and direct guarantee of the performance of  
the contract without regard to the validity, regularity or enforceability of any  
obligation of the parties to the contract.

The purchaser shall be entitled to enforce this guarantee without being obliged to  
resort initially to any other security or to any other remedy to enforce any of the  
obligations herein guaranteed and may pursue any or all of it remedies at one or at  
different times. Upon default of the contract, we agree to pay to the purchaser on  
demand and without demur the sum of .....or any part  
thereof, upon presentation of a written statement by the purchaser that the amount  
of said demand represents damages due from the contractor to the purchaser by  
virtue of breach of performance by the contractor under the terms of the aforesaid  
contract.

The determination of the fact of breach and the amount of damages sustained and or  
liability under the guarantee shall be in the sole discretion of the purchaser whose  
decision shall be conclusive and binding on the bank as guarantor

It is mutually agreed that the purchaser shall have the fullest liberty without affecting  
in any manner our obligation hereunder with or without our consent to vary any of  
the terms of the said agreement or to extend the time for performance by the  
contractor, from time to time any of the powers exercisable by the purchaser against

the contractor and either to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any variation of any extension being granted to the contractor or for any forbearance act or omission on the part of the purchaser or any indulgence by the purchaser to the contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until ..... and such extended period which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said contract. This guarantee will not be discharged due to change in constitution of the Bank or the contractor.

"Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs..... (Rs..... only) and this Guarantee is valid up to.....202..... . We shall be released and discharged from all liability hereunder unless a written claim for payment under this Guarantee is lodged on us within 03 (Three) months from the date of expiry of the Guarantee i.e. on or before .....202....irrespective of whether or not the original Guarantee is returned to us".

We (Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority.

Dated.....

Very truly yours,

**Note to Contractors:**

1. BANK GUARANTEE submitted by you should be sent to us directly by the issuing bank under Registered Post (A.D).

**Note to Issuing Bank:**

- i. In case the supplier desires to submit the BANK GUARANTEE directly to us, you are requested to send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to us with a covering letter to compare with the original BGs and confirm that it is in order.
- ii. Following details must be in-corporated in Bank Guarantee.

CORPORATE NAME	:	AIRPORTS AUTHORITY OF INDIA
BANK NAME	:	ICICIBANK
IFSC CODE	:	ICIC0000007
BG ADVISING MESSAGE	:	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE	:	SPECIFIC CODE AAIVADODRA TO BE MENTIONED IN FIELD 7037 OF BG ADVISING MESSAGE CODE

While submitting the documents to BG issuing bank, the agency will also submit letter is below mentioned format to the issuing bank endorsing a copy to this office.

(Request letter transmission of Bank Guarantee cover message to be submitted by agency to BG issuing bank)

Date :

To  
The Manager  
M/s-----(Bank)  
------(Branch)

Subject: Inclusion of unique Identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC – ICIC0000007)

Dear Sir / Madam

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

Thanking you

Yours faithfully

Authorized Person Signature :-----  
Name of Agency:-----  
Registered address:-----  
Contact No :-----  
E-mail id:-----

**AGREEMENT**

**Agreement No:**

This agreement made on this \_\_\_\_\_ between **Airports Authority of India**, a statutory corporation incorporated under section 18 (2) of the Airports Authority of India Act 1994, having its head office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110003 through Airport Director, Airports Authority of India, Civil Aerodrome, Vadodara -390 022, (hereinafter referred to as "**Owner" or AAI**"), which expression shall include its administrations, successors, executors and assigns) of the one part and

\_\_\_\_\_ (Hereinafter referred to as the "**Contractor**") which expression shall include its administrators, successors, executors and permitted assigns of the other part. Whereas "Airports Authority of India" is desirous of getting the work of "**Job contract for provision of manpower- 02 Supervisor (Highly Skilled), 02 Vehicle Driver (Skilled) and 10 Bird Chaser cum Multitasking Staff (Semi-skilled) for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport for a period of one year (366 days) through GeM.**" (Hereinafter called the "Work") done and had invited Tenders for this work as per Tender Documents sold for this purpose. And whereas,

\_\_\_\_\_ has participated in the above referred bidding vide their proposal dated \_\_\_\_\_ and Airports Authority of India accepted their aforesaid proposal and awarded the work to \_\_\_\_\_ as per terms and conditions contained in its award letter number \_\_\_\_\_ and the documents referred to therein, which have been accepted by \_\_\_\_\_ resulting into a "CONTRACT".

**NOW THEREFORE THIS DEED WITNESSETH AS UNDER:**

**Article 1.0 AWARD OF CONTRACT: -**

Airports Authority of India has awarded the contract to

\_\_\_\_\_ for the work "**Job contract for provision of manpower- 02 Supervisor (Highly Skilled), 02 Vehicle Driver (Skilled) and 10 Bird Chaser cum Multitasking Staff (Semi-skilled) for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Vadodara Airport for a period of one year (366 days) through GeM.**" along with the terms and conditions contained in its award letter No.

\_\_\_\_\_ and the documents referred to therein. The award has taken effect from \_\_\_\_\_. I.e. the date of issue of the aforesaid letter. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "CONTRACT DOCUMENTS" referred to in this succeeding article.

**Article 2.0 CONTRACT DOCUMENTS: -**

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "CONTRACT DOCUMENTS").

<b>SR. NO.</b>	<b>DESCRIPTION</b>	<b>PAGE NOS.</b>
1	INDEX	
2	E-NIT (FOR WEBSITE)	
3	NOTICE INVITING TENDER	
4	GENERAL CONDITIONS OF CONTRACT	
5	SPECIAL CONDITIONS OF CONTRACT	
6	GEM PRICE BID DOCUMENT	
7	UNCONDITIONAL ACCEPTANCE LETTER	
8	ITEM RATE / CONTRACT RATE	
9	DECLARATION PROFORMA	
10	AFFIDAVIT FOR MINIMUM WAGES & UNDERTAKING REGARDING DEBARMENT/BLACKLISTING	
11	UNDERTAKING FOR REGISTERED UNDER GST AND COMPLIANT OF GST PROVISION	
12	E - PAYMENT FORMAT	
13	AWARD LETTER	
	OTHER DOCUMENTS, IF ANY	
	<b>TOTAL PAGES</b>	

All the aforesaid contract documents contain corrections as mentioned against individual pages, and are initialed by both the parties by their authorized representatives.

All the aforesaid contract documents shall form an integral part of this agreement, in so far as the same or any part thereof confirm to the Tender and what has been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the contractor in its "Proposal" not agreed to by the owner in its letter of award shall be deemed to have been withdrawn by the contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the "AGREEMENT".

**Article 3.0 CONDITIONS & CO-VENANTS**

The scope of contract, consideration, terms of payment, and period of completion, defects liability period, price adjustment, taxes wherever applicable, insurance, liquidated damages and all other terms and conditions are contained in the aforesaid contract documents. The contract shall be duly performed by the contractor strictly and faithfully in accordance with terms of the agreement.

The Agreement constitutes full and completed understandings between the parties and terms of the present. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be affected only by a written instruction signed by the authorized Representatives of both the parties.

**Article 4.0 SETTLEMENTS OF DISPUTES**

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in clause 39 of the Special Conditions of the Contract part-1 (SCC part-1) and the provisions of the Arbitration and conciliation Act 1996 shall apply and Vadodara Courts alone shall have exclusive jurisdiction over the same.

**Article 4.1 NOTICE OF DEFAULT**

Notice of default given either part to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties here to if delivered against acknowledgement due addressed to the signatories at the addresses mentioned hereinabove.

This Contract Agreement is allotted the Number \_\_\_\_\_

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

\_\_\_\_\_  
**(Signature of Contractor)**

\_\_\_\_\_  
For and on behalf of Chairman,  
Airports Authority of India

\_\_\_\_\_  
**(Signature of witness)**  
**Name & Address**  
**of witness**\_\_\_\_\_

\_\_\_\_\_  
**(Signature of witness)**  
**Name & Address**  
**of witness**\_\_\_\_\_