



AIRPORTS AUTHORITY OF INDIA

KANGRA AIRPORT

TENDER DOCUMENT

FOR

Name of Work: “Job Contract for Providing Bird and Animal Scaring Services at Kangra Airport, Kangra for a period of 03 years (36 months).”

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

INDEX

Name of Work: "Job Contract for Providing Bird and Animal Scaring Services at Kangra Airport, Kangra for a period of 03 years (36 months)."

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Sd/- (Bid Manager)

AIRPORTS AUTHORITY OF INDIA

NOTICE INVITING e-TENDER

1. Item rate tenders are invited through the GeM portal <https://gem.gov.in/> by Airport Director, AAI, Kangra Airport, Kangra, Himachal Pradesh on behalf of Chairman, AAI, from eligible agencies, for the work of “**Job Contract for Providing Bird and Animal Scaring Services at Kangra Airport, Kangra for a period of 03 years (36 months)**” at an estimated cost of **Rs 1,10,36,932 /-** (Rupees One Crore Ten Lakhs Thirty Six Thousand Nine Hundred Thirty Two Only) **including GST, PF, ESI and BONUS**), as applicable as per Government of India guidelines prevailing and revised from time to time on submission of proof of payment. This is inclusive of minimum wages as per prevailing labor rates, Accessories / PPE charges, Fire-crackers, etc.
2. The tendering process is online at GeM-portal URL address <https://gem.gov.in/> or www.aai.aero Aspiring bidders may go through the tender document by login the GeM Portal. For any technical issues help desk of GeM portal may be contacted. 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.
3. Earnest Money Deposit (EMD) of **Rs. 2,20,719/- (Rupees Two Lakh Twenty Thousand Seven Hundred Nineteen Only)** will be required to be paid offline in the form of Demand Draft Drawn in favour of **Airports Authority of India** payable at **Kangra** from Nationalized or scheduled bank (but not from co - operative or Gramin bank). **However, No EMD will be taken from exempt category of sellers as per General Terms and Conditions on GeM. Exemption for EMD shall be provided only for MSME Category related to Similar Nature of Works as mentioned in the later part of NIT.**

The original document against EMD (if applicable) or applicable valid MSME/NSIC Certificate should be sent by **Speed Post** to the concerned officials as specified in the tender document. The details of original document physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

4. Original document against EMD (if applicable) or applicable valid MSME/NSIC Certificate to be sent to **O/o Airport Director, AAI, Kangra Airport, Kangra, Himachal Pradesh** on or before **01.04.2025**. **Bid of the bidders whose EMD (if applicable) is not received by the time as specified in the tender document, then their bids will be summarily rejected.** Any postal delay will not be entertained.
5. Following two envelopes shall be submitted through on-line mode at e-portal by the bidder. Last date and time of submission of bids (Envelope I & II) is **as per GeM Portal**.

Envelope-I: - Technical Bid: -

The tenderer shall submit their Bid/tender on GeM portal, fill-up the required information and upload the digitally signed file of scanned documents and firm's bio-data in support of meeting each criteria mentioned below. Hard copy of Bid/tender shall not be entertained.

Qualifying requirements of contractor / firms:

- Agency specialized in the similar nature of work and registered with Registrar of Companies / Firms / Central Govt. / State Govt. as the case may be and having Permanent Account Number.
- Bidders other than propriety firm shall submit, scanned copy of Authorization Letter / Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/ LLPIN/ Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney. Proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.
- Scanned copy of Permanent Account Number.
- GST Registration Certificate.
- EPF & ESI Registration Certificates.
- Tender Declaration as per Annexure-1 of GCC.
- The Unconditional Acceptance of AAI's Tender Conditions as per Annexure-2 of GCC.
- Undertaking regarding Debarment/Blacklisting as per Annexure-3 of GCC.
- Agency should have valid Security clearance from BCAS as an auxiliary service provider.
- Declaration (Annexure-8) on company's letter head regarding compliance to all security clearances related to BCAS.
- Integrity pact as per annexure - 10 of GCC.
- The scanned copy of proof of EMD deposited in the form of D D .
- Should have annualized average financial turnover of **Rs. 11,03,693/- (Rupees Eleven Lakh Three Thousand Six Hundred Ninety Three only)** CA attested copy (with UDIN) against works executed during last three years ending **31st March** of the previous financial year **(F.Y. 2023-24, 2022-23, 2021-22)**. As a proof, CA attested copy (with UDIN) of Turn Over Certificate of annualized average financial turnover for Financial Years 2023-24, 2022-23, 2021-22 should be submitted along with the Bid/tender.
- CA attested copy (with UDIN) of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the Bid/tender against works executed during last three years ending **31st March** of the previous financial year **(i.e. F.Y. 2023-24, 2022-23, 2021- 22)**. Firms showing continuous losses during the last three years against works executed during last three years ending **31st March** of the previous financial year (i.e. F.Y. 2023-24, 2022-23, 2021- 22) in the balance sheet shall be summarily rejected.
- The bidder should have experience of similar works (definition of similar works as below) during the last seven years ending on **28.02.2025**. The bidder has to submit the relevant work experience certificates to the tune of **Value of works** executed as mentioned below value in last 07 years ending on 28.02.2025.

Value of work executed –

S.No.	Details	Amount (i/c GST)
1	One similar work of not less than 80% of the annual estimated value	Rs. 29,43,182/- (per annum)
OR		
2	Two similar works each of not less than 50% of the annual estimated value	Rs. 18,39,488/- (per annum)
OR		
3	Three similar works of not less than 40% of the annual estimated value	Rs. 14,71,591/- (per annum)

Note: The values of works mentioned above are inclusive of GST.

Similar nature works mean – Providing Bird / Wildlife Management Services comprising of scaring away of Bird and Animals at Airports.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work. Level of satisfaction of client with work needs to be mentioned in the work experience certificate. Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.

- For composite work in client experience certificate, bifurcation of value of similar work (completed/ongoing) is required to be submitted.
- Client experience certificate for ongoing contracts who have completed minimum of 1 year of execution of contract will be considered.
- All documents issued / attested by chartered accountant shall have UDIN. Any document issued / attested by chartered accountant without UDIN shall not be accepted.
- Duly filled check list performa (Annexure-A)

6. CLARIFICATION ON TECHNICAL BID EVALUATION.

- i. If any clarification is needed from the bidder about the deficiency in his uploaded documents in envelope I, he will be asked to provide it through GeM portal. The bidder shall upload the requisite clarification / documents within specified time by AAI, failing which the tender will be liable to be rejected.
- ii. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be through GeM portal.
- iii. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- iv. The bidder who qualified in the technical evaluation stage shall only be considered for opening of financial bids.

Envelope II: - Financial Bid

- 1) The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened on date as per GEM Portal (Depending on Technical Bid evaluation any changes in the date shall be intimated through GeM portal).
- 2) Bidders are required to upload "Item wise Price Breakup of quoted amount" on GeM portal as per the format failing which, the bid will be rejected. Bidders to note that this price breakup shall not be a part of L1 evaluation. However, the price breakup document uploaded by the bidder will be considered as part of the contract.
- 3) If the total quoted amount (sum of Item-wise Price Breakup) of the bidder is different from their quoted amount on GeM portal, then bidder shall be disqualified.
- 4) If bidder's total quoted cost is less than the total cost of manpower specified in tender document (as per minimum wages inclusive of PF, ESI etc.) plus GST@18%, then bidder shall be disqualified.

- 5) If there is a discrepancy between words and figures, the amount in words shall prevail.
All rates shall be quoted in the BOQ format provided at GeM portal.

CRITICAL DATES:

S.No	Activity	Date & Time in IST
1)	Publishing Date	As per GeM Portal
2)	Bid Document Download / Sale start Date	
3)	Clarification Start Date	
4)	Clarification End Date	
5)	Bid Submission Start Date	
6)	Bid Submission End Date	
7)	Opening of envelope- I (Eligibility & Technical bids) on the GeM-portal	
8)	Opening of envelope II, Financial Bids on GeM-portal of eligible bidders	

7. **Bid Opening process is as below:**

Envelope I (TECHNICAL BID) containing scanned copies of the following documents:

- i. Registration Certificate of the Company.
- ii. Scanned copy of Permanent Account Number.
- iii. GST registration certificate
- iv. EPF & ESI registration certificates.
- v. Tender Declaration as per Annexure-1 of GCC (on company's letter head).
- vi. The Unconditional Acceptance of AAI's Tender Conditions as per Annexure-2 of GCC (on company's letter head).
- vii. Undertaking regarding Debarment/Blacklisting as per Annexure-3 of GCC (on company's letter head).
- viii. The Scanned copy of proof of EMD.
- ix. CA attested copy (with UDIN) for Turn Over Certificate. All documents issued/attested by Chartered accountant shall have UDIN. Any document issued/attested by Chartered accountant without UDIN shall not be accepted.
- x. CA attested copy (with UDIN) of Abridged Balance Sheet showing Profit & Loss for the last three years. All documents issued/attested by Chartered accountant shall have UDIN. Any document issued/attested by Chartered accountant without UDIN shall not be accepted.
- xi. Attested copy of client experience certificates for completed work / ongoing work issued by the organization where work has been performed shall be acceptable.
- xii. Declaration (Annexure-8) on company's letter head regarding compliance to all security clearances related to BCAS.
- xiii. Valid Security clearance from BCAS as an auxiliary service provider.
- xiv. Integrity pact as per annexure-10 of GCC.
- xv. Duly filled check list performa (Annexure-A).
- xvi. The Bidder should have experience of similar works (definition of similar works as below) during the last seven years ending on 28.02.2025. The bidder has to submit the relevant work experience certificates to the tune of 03 works each of Rs. 14,71,591/- (inclusive of GST) (or) 02 works each of Rs. 18,39,488/- (inclusive

of GST) (or) 01 work of Rs. 29,43,182/- (inclusive of GST) value in last 07 years ending on 28.02.2025.

Similar nature works mean – Providing Bird/Wildlife Management Services comprising of scaring away of Bird and Animals at Airports

Documents for the technical bid (uploaded by the contractor / firms) shall be opened tentatively **as per GeM Portal**. The intimation regarding acceptance / rejection of their bids will be intimated to the contractor/s firms through GeM portal only.

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

Envelope II (FINANCIAL BID) opening procedure:

1. The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened tentatively **as per GeM Portal**. (Depending on Technical Bid evaluation any changes in the date shall be reflected through GeM portal).
2. Work shall be awarded to the bidder with the lowest financial quote.
3. Bidders are required to upload "Item wise Price Breakup of quoted amount" on GeM portal as per the format failing which, the bid will be rejected. Bidders to note that this price breakup shall not be a part of L1 evaluation. However, the price breakup document uploaded by the bidder will be considered as part of the contract.
4. If the total quoted amount (sum of Item-wise Price Breakup) of the bidder is different from their quoted amount on GeM portal, then bidder shall be disqualified.
5. If bidder's total quoted cost is less than the total cost of manpower specified in tender document (as per minimum wages inclusive of PF, ESI etc.) plus GST@18%, then bidder shall be disqualified.
6. If there is a discrepancy between words and figures, the amount in words shall prevail.
7. Refund of EMD of unsuccessful bidders who fail to qualify for the eligibility / technical stage shall be initiated within a minimum 7 days of their rejection. For all bidders who qualify and their financial bids are opened the refund of EMD of all unsuccessful bidders shall be processed within a minimum of 7 days of opening of the financial bid.
8. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off the tender process at any stage without assigning any reason.

AAI reserves the right to disallow the working agencies whose performance at the ongoing project (s) is below par and usually poor and has been issued a letter of restrain/Temporary or Permanent debarment/blacklisting by any department of AAI/MoCA/ DoE (Debarment applicable for all Ministries/Departments). AAI reserves the right to verify the credential submitted by the tenderer at any stage (before or after the award of the work). If at any stage, any information/ documents submitted by the applicant are found to be incorrect/false or have some discrepancy that disqualifies

the tenderer then AAI shall take the following action:

- a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual /legal action.
9. No contract of any kind whatsoever shall be placed to the debarred firm including its allied firms after the issue of a debarment order by the AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments). Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two-stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

If the case, any debar firms have submitted the bid, the same will be ignored. In case such firm is lowest (L-1), the next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as "Debarment".

10. Consortium /JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
11. If the entity participating in any of the tenders is a private or public limited company, Partnership firm, or proprietary firm and any of the Directors / Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.
12. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc., to be given as per the provisions of Public Procurement Policy for MSEs order 2012 with up to date amendments shall be applicable except relaxation in conditions of prior turnover and prior experience. However, splitting of tender is not applicable.
13. Bids Opening Process is as follows: -
Cover-I: Containing documents/technical bids (uploaded by the Agencies/firms) shall be opened on date and time as mentioned on GeM portal. The intimation regarding acceptance/ rejection of their bids will be intimated to the Agencies/firms through the GeM portal. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Envelope – I, he will be asked to provide it through GeM portal. The bidder shall upload the requisite clarification / documents within specified time by AAI, failing which the tender will be liable to be rejected.
Cover-II: Date of opening of Cover-II (Financial bid) is as notified on GeM portal. (Depending on Cover-I technical evaluation).

Bid Manager
Kangra Airport

CHECK LIST

(To be submitted by applicant along with Tender Application)

Name of work: "Job Contract for Providing Bird and Animal Scaring Services at Kangra Airport, Kangra for a period of 03 years (36 months)."

S. No.	NIT Parameter	Particulars of firm/contractor
1.	Name and address of the firm/contractor.	
2.	Registration Certificate of company as per relevant clause of NIT along with scanned copy of Authorization Letter / Power of Attorney along with copy of Certificate of Incorporation of the Company under Companies Act showing CIN/ LLPIN/ Name of Directors of the Company & Copy of Board Resolution regarding Authority to assign Power of Attorney for firms other than propriety firm. Proprietary firm shall submit scanned copy of Authorization Letter/Power of Attorney only if the tender is processed by a person other than proprietor.	..... (Documents enclosed herewith at appendix -----)
3.	PAN of the firm.	..... (Documents enclosed herewith at appendix -----)
4.	GST no. and registration certificate.	..... (Documents enclosed herewith at appendix -----)
5.	EPF registration certificates.	..... (Documents enclosed herewith at appendix -----)
6.	ESI registration certificates.	..... (Documents enclosed herewith at appendix -----)
7.	Tender Declaration as per Annexure-1 of GCC	..... (Documents enclosed herewith at appendix -----)
8.	The Unconditional Acceptance of AAI's Tender Conditions as per Annexure-2 of GCC	..... (Documents enclosed herewith at appendix -----)
9.	Undertaking regarding Debarment/Blacklisting as per Annexure-3 of GCC	..... (Documents enclosed herewith at appendix -----)
10.	The Scanned copy of proof of EMD.	..... (Documents enclosed herewith at appendix -----)

11.	Should have annualized average financial turnover of Rs. 11,03,693/- (Rupees Eleven Lakh Three Thousand Six Hundred Ninety Three only) (30% of per annum estimated cost) CA attested copy (with UDIN) against works executed during last three years ending 31st March of the previous financial year(i.e. F.Y. 2023-24, 2022-23, 2021-22).	.....(Documents enclosed herewith at appendix-----)
12.	CA attested copy (with UDIN) of Abridged Balance Sheet of the firm shall be submitted along with the application. Firm showing continuous losses for the last three years in the balance sheet shall be rejected.	..... (Documents enclosed herewith at appendix-----)
13.	The Bidder should have experience of similar works (<i>definition of similar works as below</i>) during the last seven years ending on 28.02.2025 . The bidder has to submit the relevant work experience certificates to the tune of 03 works each of Rs. 14,71,591/- (inclusive of GST) (or) 02 works each of Rs. 18,39,488/- (inclusive of GST) (or) 01 work of Rs. 29,43,182/- (inclusive of GST) value in last 07 years ending on 28.02.2025 . <i>Similar nature works mean – Providing Bird/Wildlife Management Services comprising of scaring away of Bird and Animals at Airports.</i> Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work. Level of satisfaction of client with work needs to be mentioned in the work experience certificate. Firms showing work experience certificate from non-government / non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.	..... (Documents enclosed herewith at appendix-----)
14.	Valid Security clearance from BCAS as an auxiliary service provider.	..... (Documents enclosed herewith at appendix)
15.	Declaration (Annexure-8) on company's letter head regarding compliance to all security clearances related to BCAS.	..... (Documents enclosed herewith at appendix-----)
16.	Integrity pact as per annexure-10 of GCC.	..... (Documents enclosed herewith at appendix-----)

AIRPORTS AUTHORITY OF INDIA
Item Rate Tender & Contract for Work

Location: Kangra Airport

Item rate 'e' - Tender for the work of **“Job Contract for Providing Bird and Animal Scaring Services at Kangra Airport, Kangra for a period of 03 years (36 months).”** for and on behalf of Chairman, AAI.

CRITICAL DATES:

S.No	Activity	Date	Time in IST
1)	Publishing Date	As per GeM portal	
2)	Bid Document Download / Sale start Date (Next day of publishing date)		
3)	Clarification Start Date		
4)	Clarification End Date		
5)	Bid Submission Start Date		
6)	Bid Submission End Date		
7)	Last date and time of submission of original documents against EMD.		
8)	Opening of envelope- I (Eligibility & Technical bids) on the GeM-portal		
9)	Opening of envelope II, Financial Bids on GeM portal of eligible bidders		

AIRPORTS AUTHORITY OF INDIA

1. General Rules & Directions

All work proposed for execution by contract were notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in Newspapers or publication on GeM Portal. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the Bid/tender, and the amount of the security deposit and Performance guarantee to be deposited by the successful Tenderer and the percentage, if any, to be deducted from bills.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits an 'e' - tender shall follow the customized format of e-portal to submit their rates, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two works shall submit separate tender for each.
5. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
6. The officer inviting tender or his duly authorized representative will open tenders in the 'e' – tender portal, and the e-portal system shall self-generate a comparative statement in a suitable form. In the event of a tender being accepted, the earnest money shall thereupon be treated as part of security deposit. In the event of a tender being rejected, the earnest money shall thereupon be returned to the contractor remitting the same, without any interest.
7. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
8. The Tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents or other records connected with the work given to them. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection. Correction if any, shall be initiated.
9. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures shall be accurately filled in so that there is no discrepancy in the rates. In event no rate has been quoted for any item(s), it will be presumed that the contractor has included the cost of this / these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

10. In the case of any tender where unit rate of any item / items appear unrealistic, such tender will be considered as unbalanced and in case the Tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
11. All rates shall be quoted in item section on GeM portal as Envelope II / Price Bid
- (i) The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule. This guarantee shall be in the form of DD or BG of Nationalised Bank or any Scheduled Bank but not co-operative or Gramin Bank, in accordance with the prescribed form, provided confirmatory advice is enclosed.
 - (ii) The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the contract amount of the work.
 - (iii) In works where condition of submission of Performance Guarantee is not applicable, the security deposit @ 10% of the tendered value shall be deducted. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit.
 - (iv) Security deposit will also be accepted in form DD or BG of Nationalised Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.
12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Airport Director or his authorized representative shall be communicated in writing to the Airport Director .
13. The contractor shall give a list of AAI employees related to him.
14. The contractor shall submit list of works which are in hand (progress) in the following form :-

Name of work	Name and particulars of Divn where work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5

15. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Airport Director / General Manager (OPS) may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

CONDITIONS OF CONTRACT

Definitions

1. The **contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Airports Authority of India and the Contractor, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the Airport Director and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The site shall mean the land / or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The **Contractor** shall mean the individual, firm or company whether incorporated or not undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (v) The Authority or Airports Authority of India means the Chairman, Airports Authority of India.
 - (vi) The Airport Director means the Officer who shall supervise and be in-charge of the work and who shall sign the contract on behalf of the Chairman, Airports Authority of India as mentioned in Schedule hereunder.
 - (vii) AAI shall mean the Airports Authority of India.
 - (viii) The terms **Member (operations)** means the head of Department of Operations, Airports Authority of India.
 - (ix) Accepting Authority shall mean the authority mentioned in Schedule.
 - (x) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Airports Authority of India, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.
 - (xi) Market Rate shall be the rate as decided by the Airport Director on the basis of the Prevailing cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule to cover, all overheads and profits.
 - (xii) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
 - (xiii) **Department** means Airports Authority of India, which invites tender on behalf of Chairman, Airports Authority of India.
 - (ix) **Tendered value** means the value of the entire work as stipulated in the letter of award.
3. **Works to be carried out** The work to be carried out under the Contract shall, except as otherwise provided in these

conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Schedule – A) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

4. **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 and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5. **Discrepancies and adjustment of errors**

5.1 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

5.2 Any error in description, quantity or rate in Schedule of Quantities or any omission the reform shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.

6. **Signing of Contract** The successful Tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:

- (i) The notice inviting tender, all the documents the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (ii) Standard AAI Form as mentioned in Schedule consisting of:
 - (a) Various standard clauses with corrections upto the date stipulated in Schedule along with annexure thereto.
 - (b) AAI Safety Code.
 - (c) Model Rules for the protection of health, sanitary arrangements for workers employed by AAI or its contractors.
 - (d) AAI Contractor's Labour Regulations.
 - (e) List of Acts and omissions for which fines can be imposed.
- (iii) **No payment for the work done will be made unless contract in form of agreement is signed by the contractor.**

GENERAL CONDITIONS OF CONTRACT

CLAUSE 1

When Contract can be Determined

Subject to other provisions contained in this clause, the Airport Director may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the Airport Director a notice in writing to rectify any defective work or that the work is being performed in an inefficient or otherwise improper or non-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Airport Director (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Airport Director.

(iii) If the contractor fails to complete the work within the stipulated period or items of work with individual period of completion, if any stipulated, on or before such period of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Airport Director.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Airport Director.

(v) If the contractor shall offer or give or agree to give to any person in AAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AAI.

(vi) If the contractor shall enter into a contract with Airports Authority of India in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Airport Director.

(vii) If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering.

(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

(ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) If the contractor does anything to the contrary as mentioned below:

The contractor shall not without the written consent of the competent authority (which consent shall not be unreasonable withheld to the prejudice of the contractor) assign / sub-let this contract or any portion of the work/services. In any case maybe the whole responsibility for the entire work/services shall be of the contractor

When the contractor has made himself liable for action under any of the cases aforesaid, the Airport Director on behalf of the AAI shall have powers:

(a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Airport Director shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.

(b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Airport Director, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Airport Director has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 2

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 3

Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of DD or BG of Nationalised Bank or any Scheduled Bank but not Co-Operative or Gramin Bank. In case a DD or BG of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said DD or BG, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the AAI to make good the deficit.

In works where condition of submission of performance guarantee is not applicable, the security deposit at the rate of 10% (Ten Percent) of gross amount of each running bill shall be deducted instead of 5%, till the sum along with the sum already deposited as earnest money will amount to security deposit of 10% of the contract value of work. Other conditions shall remain same as stated above. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in DD or BG tendered by the Nationalised bank or Scheduled Banks (but not any Co-operative or Gramin bank) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by Nationalised Bank or any Scheduled Bank (but not from Co-operative / Gramin Bank), on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh.

CLAUSE 4

Contractor liable to pay compensation even if action not taken under Clause-1. In any case in which any of the powers conferred upon the Airport Director by Clause-3 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Airport Director putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Airport Director which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Airport Director) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/ or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Airport Director , whose certificate thereof shall be final, and binding on the contractor, foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Airport Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Airport Director as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

CLAUSE 5

Time and extension of the contract

The time allowed for execution of the Works as specified in the Schedule or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Schedule or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, AAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

CLAUSE 6

Payment of contractor's bills to Banks

Payments due to the contractor and refund of various nature may, if so desired by him and wherever possible in banks be made through electronic payment mechanism instead of direct to him, provided that the contractor furnishes to the Airport Director.

- i. An authorization in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and
- ii. His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the Airport Director of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank.

Nothing herein contained shall operate to create in favor of the bank any rights or equities vis-à-vis the Airports Authority of India.

CLAUSE 7

Payment of final bill

The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Airport Director whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Airport Director, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Airport Director or his authorised representative complete with account of materials issued by the Department and dismantled materials.

CLAUSE 8

Materials to be provided by the contractor

The contractor shall, at his own expense, provide all materials, required for the works.

The contractor shall, at his own expense and without delay; supply to the Airport Director samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the Contract. The contractor shall, if requested by the Airport Director furnish proof, to the satisfaction of the Airport Director that the materials so comply. The Airport Director shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Airport Director for his approval, fresh samples complying with the specifications laid down in the contract.

The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

CLAUSE 9

Contractor to Supply Tools & Materials etc.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the AAI stores) tools & materials as specified in the tender.

CLAUSE 10

Recovery of Compensation paid to Workmen

In every case in which by virtue of the provisions sub-section (i) of Section 12, of the Workmen's Compensation Act, 1923, AAI is obliged to pay compensation to a workman employed by the contractor, in execution of the works, AAI will recover from the contractor, the amount of the compensation so paid, and, without prejudice to the rights of the AAI under sub-section (2) of Section 12, of the said act, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the Earnest Money Deposit or from any sum due by AAI to the contractor whether under this contract or otherwise. AAI shall not be bound to contest any claim made against it under subsection (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to AAI full security for all costs for which AAI might become liable in consequence of contesting such claim.

CLAUSE 11

Ensuring Payment and Amenities to Workers if Contractor fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AAI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act or under the AAI Contractor's Labour Regulations or under the Rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by AAI Contractors, AAI will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the AAI under sub section (2) of Section 20, sub section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the Earnest Money Deposit or from any sum due by AAI to the contractor whether under this contract or otherwise AAI shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the AAI full security for all costs for which AAI might become liable in contesting such claim.

CLAUSE 12

Labour laws to be complied by the Contractor

The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

CLAUSE 12 A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 12 B

Payment of wages Payment of wages:

i. The contractor shall pay to labour employed by him either directly or through sub contractors, wages not less than fair wages as defined in the AAI Contractor's Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable.

ii. The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.

iii. In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Airports Authority of India contractor's Labour Regulations made by AAI from time to time in regard to payment of wages wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

iv. The following deductions shall be permissible to be made by the Airport Director.

a. The Airport Director concerned shall have the right to deduct from the moneys due to the contractor or any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non observance of the Regulations.

b. Under the provision of Minimum Wages (Central) Rule 1950 the contractor is bound to allow to the labors directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Airport Director shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labors and pay the same to the persons entitled thereto from any money due to the contractor by the Airport Director concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum

daily wages fixed under Notification of the Delhi Administration No.F.12(162)MWO/DAB/43884-91, dated 31.12.1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

v. The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rule made thereunder from time to time.

vi. The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub contractors.

vii. 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.

CLAUSE 12 C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per AAI Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the Airport Director shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 12 D

The contractor shall submit by the 4th of every month, to the Airport Director a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:

- i. the number of laborers employed by him on the work,
- ii. their working hours,
- iii. the wages paid to him,
- iv. the accidents that occurred during the said fortnight showing the circumstances under which they happened and extent of damage and injury caused by them.

CLAUSE 12 E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by the AAI and its contractor.

CLAUSE 12 F

In the event of the contractor (s) committing a default or breach of any of the provisions of the Airports Authority of India Contractor's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Airport Director shall be final and binding on the parties.

Should it appear to the Airport Director that the contractor (s) is / are not properly observing and complying with the provision of the AAI Contractor's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work – people employed by the contractor (s) (hereinafter referred as "the said Rules") the Airport Director shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Airport Director shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor (s).

CLAUSE 12 G

The Airport Director may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.

CLAUSE 12 H

Registration with EPFO and ESIC The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Airport Director to the contractor on actual basis.

CLAUSE 13

Minimum Wages Act to be Complied with

The contractor shall comply with all the provision of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 13 (A)

Employees Provident Fund & Miscellaneous Provision Act 1952/Jammu & Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961 and State Insurance (ESI) Act, 1948.

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952/ Jammu & Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961 and ESI Act, 1948, amended from time to time and rules framed thereunder. 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 after award of work 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.
- 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.

AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates. To withhold 3% for building work & 1.5% for road/pavement work of the total amount of work done during the period considered.

ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

CLAUSE 14

Work not to be sublet. Action in case of insolvency

The contract shall not be assigned or sublet without the written approval of Airport Director. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of AAI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Airport Director on behalf of the AAI shall have power to adopt the course specified in Clause 2 hereof in the interest of AAI and in the event of such course being adopted, the consequences specified in the said Clause 2 shall ensue.

CLAUSE 15

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of AAI without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

CLAUSE 16

Changes in firm's Constitution to be intimated

Where the contractor is a partnership firm, the previous approval in writing of the Airport Director shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 15 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 15.

CLAUSE 17

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Airport Director who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 18

Dispute Resolution

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:

(i) **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 the 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.

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

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.

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 other party, as per format annexed at Annexure- 9.

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.

CLAUSE 19

Contractor to indemnify AAI against Patent Rights

The contractor shall fully indemnify and keep indemnified the Chairman AAI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay and royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against AAI in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the AAI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Airport Director in this behalf.

CLAUSE 20

Action where no specifications are specified

In the case of any class of work for which there is no such specifications mentioned, the work shall be carried out in all respects in accordance with the instructions and requirements of the Airport Director.

CLAUSE 21

With-holding and lien in respect of sums due from contractor

i. Whenever any claims for payment of a sum of money arises out of or under the contract or against the contractor, the Airport Director or the AAI shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in

part from the security, if any deposited by the contractor and for the purpose aforesaid, the Airport Director or the AAI shall be entitled to withhold the Earnest Money Deposit if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Airport Director or the AAI shall be entitled to withhold and have lien to retain to the extent of such claimed amount or amounts referred to above from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Airport Director of the AAI or any contracting person through the Airport Director pending finalization of adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Airport Director or AAI will be kept withheld or retained as such by the Airport Director or AAI till the claim arising out of or under the contract is determined by the arbitrator. (if the contract is governed by the arbitration clause) or by the competent court, as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the Airport Director or the AAI shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

ii. AAI shall have the right to cause an audit of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit any sum is found to have been overpaid in respect of any work done by contractor under the contract or any work claimed to have been done by the him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for AAI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by AAI to the contractor, without any interest thereon whatsoever.

Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Executive Director (Operations / ATM), General Manager (Operations / ATM) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Executive Director (Operations / ATM) / General Manager (Operations / ATM).

CLAUSE 22

Lien in respect of claims in other Contracts

i. Any sum of money due and payable to the contractor (including the Earnest Money Deposit refundable to him) under the contract may be withheld or retained by way of lien by the Airport Director or the AAI or any other contracting person or persons through Airport Director against any claim of the Airport Director or AAI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Airport Director or the AAI or with such other person or persons.

ii. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Airport Director or the AAI will be kept withheld or retained as such by the Airport Director or the AAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on

this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

CLAUSE 23

Termination of contract on death of contractor

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Airport Director on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.

CLAUSE 24

If relative working in AAI then the contractor not allowed to tender.

The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of work. He shall also intimate the names of persons who are working with him in any capacity or / are subsequently employed by him and who are near relatives to any officer of AAI. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage.

NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

CLAUSE 25

Release of Earnest Money Deposit after labour clearance

Earnest Money Deposit of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete, the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Airport Director. The Airport Director, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 6 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Earnest Money Deposit will be released if otherwise due.

CLAUSE 26

Contractor's Liability and Insurance of Works

i. From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all AA I's T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all AAI's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Airport Director.

ii. In the event of any loss or damage to the Works or any Part thereof or to any T & P, to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

a. The Contractor shall, as may be directed in writing by the Airport Director, remove from the Site any debris and so much of the works as shall have been damaged, taking to AAI's store such AAI's T & P, articles and/or materials as may be directed;

- b. The contractor shall, as may be directed in writing by the Airport Director, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and
- iii. Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- iv. Without limiting its obligations and responsibilities under other clauses of General Conditions of Contracts ,the contractor at his own cost shall insure ,in the joint name of AAI and the contractor, against all losses or damages from whatever cause, arising (other than the accepted risks)for which he is responsible under the terms of the contract and in such manner that the AAI and the contractor are covered during the period of construction of works and any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of defects liability clause hereof;
- a. All works including temporary works to their full value executed from time to time.
- b. The construction materials and equipments to their full value brought on to the site by the contractor.
- v. The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation thereto.
- vi. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI property, or to any person for at least the minimum amount of Rs. 1.00 lakh with unlimited number of occurrences (including any employee of AAI) by or arising out of carrying out of the Contract.
- vii. The contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- viii. All insurance mentioned above shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India.
- ix. The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Airport Director has agreed to their cancellation in writing.
- x. The Contractor shall prove to the Airport Director from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period. A self-certified copy of such policies is required to be submitted to the Airport Director.

xi. The Contractor shall ensure that similar insurance policies are taken out by his subcontractors (if any) and shall be responsible for any claims or losses to AAI resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premiums receipts as and when required by the Airport Director. A self-certified copy of such policies is required to be submitted to the Airport Director.

xii. If the Contractor and/or his subcontractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case AAI may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by AAI from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

xiii. In case contractor takes Contractor All Risk (CAR) Policy in joint name of AAI and Contractor for full tendered value along with third party liability (max of 10% of tendered value or as applicable as per Insurance Regulatory Authority of India) then there is no requirement for taking separate insurance by sub contractors.

However, workmen compensation policy is required to be taken separately by main contractor and sub contractor for workers employed by them.

CLAUSE 27

Foreclosure of contract due to Abandonment or Reduction in Scope of Work, if at any time after acceptance of the tender, AAI shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the Airport Director shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site.

CLAUSE 28

Implementation of Integrity Pact (Applicable for contracts having estimated cost of Rs. 100 lakhs or more for three years)

Signing of Integrity Pact is mandatory for every bidder participating in this tender and the contract who is awarded the work. The Pact signed on each page by the person authorized by the bidder / sub – contractor / associate to sign the bid for submission or the person authorized to sign the contract on behalf of successful bidder. The scanned copy of the same shall be uploaded by the bidder (along with unconditional acceptance as per Annexure-1 of tender document in “Technical Bid /Attachments section of e- tendering portal) in Envelop – I shall be enclosed with the agreement by the contractor.

CLAUSE 29

“Novation Clause: (if applicable)

The contract period is 03 years or the date of transfer of the airport under the PPP mode / O&M contract. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever.

Obligations relating to Transfer

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

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

The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Contractor shall be vested in such third party.”

TENDER DECLARATION

I/We have read and examined the notice inviting tender, schedule, Specifications applicable, General Rules and Directions, Conditions of Contract, Clauses of contract, Special conditions, Schedule of Rates & 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 Schedule and in accordance in all respects with the Rules and Directions Conditions of contract and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for One Hundred and Eighty (180) days from the date of opening of financial bid and not to make any modifications in its terms and conditions.

A sum of **Rs. 2,20,719/- (Rupees Two Lakh Twenty Thousand Seven Hundred Nineteen only)** is hereby forwarded inform of Demand Draft as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said A.A.I. or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/ we fail to commence work as specified, I/we agree that A.A.I. 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 guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit 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, up to maximum of the percentage mentioned in Schedule and those in excess of that limit at the rates to be determined in accordance with the provision contained in the relevant clause of NIT. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee 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 and other records connected with the 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.....

.....

Signatures of Contractor

Witness:

Postal Address

Address:

Occupation:

TENDER ACCEPTANCE LETTER

(To be given on Contractor's Letter Head)

Date:

To,

(Bid Manager)

Address

Sub: Acceptance of Terms & Conditions of Tender.

(Tender ID No: _____)

Name of Work: "Job Contract for Providing Bird and Animal Scaring Services at Kangra Airport, Kangra for a period of 03 years (36 months)."

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from GeM Portal web site(s) namely: <https://gem.gov.in/> as per your advertisement, given in the abovementioned website(s).
2. I / We hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/ us which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality / entirety for above mentioned work.
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 will immediately report it to the Appropriate Authority in AAI'.
5. I/ We hereby submitted that I/ We paid/ submitted the required earnest money as per NIT conditions
6. I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**UNDERTAKING REGARDING DEBARMENT/BLACKLISTING
(To be given on Contractor's Letter Head)**

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

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

Date: [Signature and name of the authorized signatory

of the firm] Place:

Note: Above undertaking is to be given on company's letter head.

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT IN INDIVIDUAL CONTRACT

(On Non-Judicial Stamp Paper)

To

The Airports Authority India

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ date _____
d _____ made between _____ and AAI in connection with the work of _____ (hereinafter called the said contract), to accept Deed of Guarantee as herein provided' for Rs. _____ (Rupees _____ only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.
2. We, the _____ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e., _____ (date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the

_____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concerns

1. Shri _____ son of _____ resident of _____
2. Shri _____ son of _____ resident of _____ carrying on business in co-partnership under the name and style of _____ at _____ (hereinafter collectively called "the said contractor" which expression shall unless the context requires otherwise include each of them and their respective heirs, executors administrators and legal representatives).

For Companies

M/s _____ a Company registered under the Companies Act, 1956 and having its registered office in the State of (Hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

AGREEMENT FORM

(To be printed on - stamp paper of appropriate Value)

This agreement made this (date in figures & words) between Airports Authority of India a statutory corporation incorporated under the Airports Authority of India Act 1994 having its Head Office at Rajiv Gandhi Bhavan, Safdarjung Airport , New Delhi-110 003 through its _____ (here in after referred to as "AAI" which expression shall include its administrators, successors, executors and assign of the One part and M/s. _____ (hereinafter referred to as the "Contractor", which expression shall include its administrators, successors, executors and permitted assigns) of the Other part.

Whereas AAI is desirous of getting the work of ".....at _____ **Airport**" (hereinafter called work) done by means of a contract, had invited tenders for this work as per tender documents sold for this purpose.

And whereas the contractor had participated in the above referred bidding vide his tender application dated

_____ and other subsequent referred letters. AAI accepting his tender offer awarded the work to the contractor on the terms and conditions contained in its acceptance letter No. AAI _____ Dated _____ and documents, terms and conditions referred to therein which have been accepted by M/s. _____ resulting into a contract.

NOW THEREFORE THIS DEED WITNESSTH AS UNDER:

AAI has awarded the contract to the contractor, for the work of ".....at _____ **Airport**" on the terms and conditions contained in its acceptance letter No. AAI _____ Dated _____ and documents referred to therein. The award has taken effect from the date of letter of Award. The terms and expression used in this agreement shall have the same meaning as are assigned to them in the contract documents referred to in the succeeding articles.

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)

S. No.	Name of the Documents	Page No.
01.	Award letter of AAI	Dated: -
02.	Contractor's Tender Application No.	Dated: -
03.	Envelope cover-I	-
04.	Tender Documents	-
05.	Notice Inviting Tender	-

06.	Tender forms	-
07.	General Conditions of Contract	-
08.	Special Conditions of Contract	-
09.	Schedule of quantities	-
10.	Envelope cover-II	-
11.	All correspondences between AAI & Contractor	-

Before award of work.

All the aforesaid contract documents shall form an integral part of this agreement in so far as the same or any part thereof conform to the tender document and what has been specifically agreed to by AAI on its letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by AAI in its letter of Award or any other letter which forms a part of contract documents mentioned sake of brevity this agreement along with its aforesaid contract document shall be referred to as the agreement.

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

This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence to the extent of in-consistency or repugnancy to the terms and conditions contained in the tender agreement. Any modification of the agreement shall be effected only by written instrument signed by both the parties.

Any notice given by either party to the other under the agreement shall be written and shall be deemed to have been duly and properly served upon the parties here to if delivered at the address mentioned hereby in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:

AAI/_____ Dated:

In witness whereof, the parties have executed these presents, day, month and year first above mentioned at

_____.

Contractor's signature

Signature for AAI

WITNESS:

WITNESS:

1.

1.

2.

2.

FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

WHEREAS, contractor _____ (Name of contractor) (hereinafter called “the contractor”) has submitted his tender dated _____ (date) for the construction of “___” (name of work) (hereinafter called “the TENDER”).

KNOW ALL PEOPLE by these presents that we _____ (name of bank) having our registered office at _____ (hereinafter called “the bank”) are bound unto _____ (Name of Senior Manager) (hereinafter called “the Officer-in-charge”) in the sum of Rs. _____ (Rs. In words _____) for which payment well truly to be made to the said Officer-in-charge the bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this _____ day of _____ 20____
. THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender.
- (2) If the contractor having been notified of the acceptance of his tender by the Officer-in-charge. a) Fails or refuses to execute the form of Agreement in accordance with the instructions to contractor, if required –
OR
b) Fails or refuses to furnish the performance guarantee, in accordance with the provisions of tender document and instructions to contractor,
OR
c) Fails or refuses to start the work, in accordance with the provisions of the contract and instructions to contractor, OR
d) Fails or refuses to submit fresh bank guarantee of an equal amount of this bank guarantee against security deposit after award of contract.

We undertake to pay to the Officer-in-charge either up to the above amount or part thereof upon receipt of his first return demand, without the officer -in-charge having to substantiates his demand, provided that in his demand the Officer-in-charge will note that the amount claimed by him is due to him owing to the concurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date* _____ after the deadline for submission of tender as such deadline is stated in the instructions to contractor or as it may be extended by the officer-in-charge, notice of which extension (s) to the bank is hear by waived. Any demand in respect of this guarantee should reach the bank not later than the above date.

DATE

SIGNATURE OF THE BANK

WITNESS

SEAL

(SIGNATURE NAME AND ADDRESS)

Date to be worked out on the basis of validity period of 6 months from last date of receipt of tender.

Format for Letter of undertaking from the Depositor to Bank

(To be submitted along with Security Deposit / Earnest Money / Performance Guarantee to
Airports Authority of India)

(To be submitted in the Letter head of the firm)

The Branch Manager,

..... Bank,

.....

Sub: - My / Our Bank Guarantee bearing No.....dated for amount Issued in
favour of Airport Authority of India A/c.....

Sir,

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

I hereby authorized the Airport Authority of India in whose favour the deposit is made to close the subject Bank Guarantee before maturity/ on maturity toward adjustment of dues without any reference /consent /notice from me / our side and the bank is fully discharged by making the payment to Airport Authority of India.

Signature of the Depositor

Place:

Date:

Declaration

I/ We, proprietor of M/s having
address..... do hereby solemnly affirm and state as follows;

I am competent to swear this Declaration on behalf of M/s..... and
hereby confirm that I am fully complying legal obligations with regards to arrange character and
antecedent verification and pay the fees required for Airport Entry Pass/ ADP issued by BCAS/AAI
in respect of manpower to be deployed inside operational areas of Airport for the contract. I/ We will
submit all security clearances from BCAS as “Auxiliary Service Provider” (ASP) and submit Auxiliary
Service Provider Security Program (ASPSP) as per AVSEC order no-01/2019, with the approval of
DG, BCAS. As per AVSEC order no-01/2021, I / We will appoint professional security trained person
of appropriate seniority as per BCAS. If, I/ We fail or unable to arrange security clearances in time,
we will not object if AAI terminate contract and penalize us.

(Signature of the Contractor)

With rubber-stamp.

Format Consent Letter

Dispute Resolution Clause – Para 2 ii (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 the 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

PRE CONTRACT INTEGRITY PACT

(if applicable)

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at in India, hereinafter called the Authority (which term shall unless excluded by or

is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors

,officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

.....represented by of the other part, hereinafter called the "Bidder/Contractor "(which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the Bidder/ Contractor)

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for -----

-----". The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization " Transparency International" (T I) headquartered in Berlin (Germany

).The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for "-----

----- ". In response to the NIT (Notice Inviting Tender) dated

..... Contractor is signing the contract for execution of "-----

NOW, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to

Enabling the Authority to obtain the desired said stores/equipment/execution of works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Authority to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Authority;

- 1.1 The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Authority will, during the pre-contact stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Authority will report to the appropriate authority office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

3. Commitments of Bidders/Contractor.

The Bidder/Contractor commits itself to take all measures necessary to prevent corrupt practice, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected

- directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.1 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 3.2 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.3 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.4 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt Practice, unfair means and illegal activities.
- 3.8 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain ,or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.9 The Bidder/Contractor will inform to the Independent External Monitor.
- i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's associate(s)
- 3.10 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender.
- The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.14 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDERS from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub-contractor(s) and associate(s) whose value of the work contribution exceeds Rs 2.0 Crores (Rupees Two Crore only.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 1.5 Crs. (Rupees One Crore Fifty Lacs .) will be required to sign this Pact by

the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.

- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.
While submitting bid, the BIDDER shall deposit EMD/SD/BG ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents.
6. Sanctions for Violations/ Disqualification from tender process and exclusion from future Contracts.
 - 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:-
 - (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.
- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted alongwith Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for

the purpose of this Pact.

7. Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:

That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.

8. Independent External Monitor(s),

8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.

8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.

8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.

8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.

8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.

8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.

8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word 'Monitor' would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall entitled to examine all the documents

including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

That this Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Headquarter/the Regional Headquarter / office of the Authority, as applicable.

11. Other Legal Actions

11.1 That the changes and supplements as well as termination notices need to be made in writing.

11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.

12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.

12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribe and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

14. The parties hereby sign this Integrity Pact at _____ on _____

<p>Buyer</p> <p>Name of the Officer</p> <p>Designation</p> <p>Deptt./Ministry/PSU</p> <p>Witness</p> <p>1. _____</p> <p>2. _____</p>	<p>BIDDER</p> <p>CHIEF EXECUTIVE OFFICER</p> <p>Witness</p> <p>1. _____</p> <p>2. _____</p>
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SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

- 1.1 Special conditions of Contract shall be read in conjunction with General Conditions of Contract, Technical Specifications and any other documents forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volume every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

2. COMPLETION SCHEDULE

- 2.1 The works shall be executed strictly as per time schedule mentioned in NIT. Contractor shall have to plan his work and activities so as to complete the work in the stipulated period and accordingly submit the schedule of various activities for the approval of Airport Director.
- 2.2 No additional payment shall be made to the contractor for other incentive methods contemplated by him in his work Schedule even though the time schedule is approved by the Airport Director or his authorized representative.

3. SCOPE OF WORK

- 3.1 The contractor shall be responsible for chasing away of dogs or any wildlife/animals etc. inside the Airport Boundary and chase /drive away Bird and Animals in the vicinity of Runway and Side Strips by bursting crackers, wildlife scaring devices etc. as and when required as per exigency of work.
- 3.2 The Bird and Animal Chaser shall ensure that the Bird and Animals (kites & vultures etc.) and stray animals, Wild life (Jackals, dogs etc.) in the operational area are kept away from the runway and approach path inside the operational area as they pose danger to the aircraft operations during the period of deployment/watch hours.
- 3.3 The area for this purpose will be the entire length of runway, extended runway center- line and its either sides within the boundary wall of operational area. Also deployment of manpower in vantage points will be carried out based on the situational requirement.
- 3.4 Remains of the burnt Crackers will be removed and operational area will be kept clean.
- 3.5 Cautions shall be exercised while using the crackers to avoid the adverse effect on aircraft and grassfire.
- 3.6 Animal / Bird Scarers to be deployed in Operational Area as per the direction of Duty Officer.
- 3.7 Contractor/Supervisor shall be responsible for deployment of Bird Scares/labours and carry out supervisory duties envisaged under the job contract.
- 3.8 The Sound crackers required for Bird and Animal Scaring and other materials (PPE i.e. Gumboots, Raincoat, Umbrella, Ramp Jacket, Lathis, Torch, reflecting film for reflecting structure etc.) will be procured and supplied by the working agency.
- 3.9 The LPG for Zone Gun and other materials will be procured and supplied by AAI.

- 3.10 The contractor shall comply with the mandatory BCAS security rules and regulations being enforced from time to time at the work place.
- 3.11 Necessary penalty will be made if the workers of the contractor are not found in uniform at any time during the duty.
- 3.12 The duties and responsibilities of the bird and animal scaring contract staff would be as follows:
- a) To guard the airfield by chasing & removing the wildlife (Dogs/Animals/Birds etc.) from operational area and ensure it is obstruction free.
 - b) To use sound crackers/ other bird and animals scaring equipment or device for scaring birds and wild animals.
 - c) To keep the operational area free from birds by usage of zone guns as per direction of Duty officer to protect the Aircraft from bird hit hazards.
 - d) To assist in allied services like clearing/cleaning of Runways whenever required during closure period or as per requirement.
 - e) To remove dead birds/animals/insects/ Foreign Objects Debris (FOD) from the Operational area and disposing them appropriately.
 - f) To provide any other allied services, associated with the wildlife management inside the operational area as per the direction of duty officer.
 - g) To remove Foreign Objects Debris (FOD) as observed within the airfield including Apron area.
 - h) Operation and maintenance of zone guns as required.
 - i) Any other task as directed by Airport Director or his authorized representative.
- 3.13 The duties and responsibilities of Semi skilled and skilled staff deployed in office work would be as follows:
- a) Putting flight progress strips in strip holders in tower for smooth operation.
 - b) Sorting and keeping used flight progress strips record date-wise in record room.
 - c) Providing office stationery, movement sheets, other required blank forms and reports as and when required.
 - d) Assisting In-charge (ATC), Tower controller and ALPHA controller as office helper and up keeping office documents. He should be vigilant in sighting bird/animal activity in operational area from control tower and advising the same to duty officer tower. He should also see aircraft movement in operational area and inform duty officer in case of any hazardous activity seen.
 - e) To keep the flight plan, flight strip and MET report and Passengers Manifest etc.
 - f) Performing other work assigned by the Airport Director/ Operations in-charge/Duty Tower officer.
 - g) To participate in AEMC survey and record wildlife sightings/garbage dumping/condition of open drains in and around Airport and preparation of reports related to AEMC and monitor its compliance.
 - h) Data entry, analysis and presentation of wildlife observations and mitigation measures in place.
 - i) To run randomizer for the compliance of BA-Test of DGCA, ensure daily compliance of BA-Test, on daily and monthly basis and implementation of DGCA CAR SECTION 5 – AIR SAFETY SERIES F PART IV ISSUEI, 16th SEPTEMBER 2019, Rev-2, 25th July 2024) (revised from time to time).

- j) Ensure timely preparation, compilation, preservation and onward submission of all the reports/ data related to DGCA or as directed by Airport Director or his/her authorized representative.
 - k) Entry of arrivals and departure into AIMS system.
 - l) Preparation of traffic bills for schedule and non schedule flights.
 - m) Preparation of diverted Flight records.
 - n) Preparation of non-traffic bills into AIMS system.
 - o) Any other task as directed by Airport Director or his authorized representative.
- 3.14 The Bird & Animal scaring personnel engaged by the contractor can be shifted from one location to another as per requirement advised by the Airport Director or his/her authorized representative.
- 3.15 The contractor is required to deploy manpower at the positions specified by the Airport Director or his/her authorized representative.
- 3.16 The timings, no. of manpower & locations is as per the discretion of Airport Director or his/her authorized representative according to situational requirements.
- 3.17 The personnel engaged by the contractor shall be of unblemished character and antecedents, physically fit to carry out the work of Bird & Animal scarring and allied services at the airport.
- 3.18 The work shall be carried out in operational area and terminal building / ATC tower hence making the security passes and expenditure incurred thereof shall be the borne by the agency. The contractor shall execute the work at his sole cost and expenses and to the entire satisfaction of AAI.

4. SCHEDULE OF QUANTITIES

- 4.1 The Schedule of Quantities shall be read in conjunction with General Conditions of Contract, Special Conditions of Contract, and any other Document forming a part of this tender. The quantities shown against the various items are only approximate and subject to variations as made in General Conditions of the Contract.

5. PAYMENTS

- 5.1 The bill shall be submitted at monthly intervals or before the date fixed by the Airport Director or his authorized representative for all the works executed since the previous bill. The contractor shall submit all the bills on the Performa prescribed by the Airport Director or his authorized representative, in triplicate.
- 5.2 The payment due to the contractor shall be made after submission of the bill by the contractor with all required documents. The payment shall be made from the AAI through RTGS directly in the Bank account of the contractor.
- 5.3 The contractor is required to maintain and submit the monthly record of deployed materials along with bills and any other item incorporated in the scope of work for which Airport Director or his authorized representative directs.
- 5.4 The payment of wages should be made to the employed manpower/labor's account no. through RTGS/NEFT/Cheque by the 7th of every successive month. Delay in payment will attract a penalty of Rs. 50 per day per employee and will be paid to his employee along with salary.
- 5.5 The following documents as applicable shall be produced and self-attested photo copy shall be submitted by the Contractor along with monthly invoices: -

- Monthly Challans of E.P.F. and E.S.I. contribution along with transaction status of the same.
 - Wages sheet & bank statement verifying transfer of the wages to individual, signed by workers each month.
 - Salary slip of all employees.
 - Bonus details received and signed by workers.
 - Monthly attendance record.
- 6. INCOME TAX AND LABOUR CESS**
- 6.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.
- 6.2 Laborcess as per rules and regulations in force shall be deducted from the bills of the contractors and deposited with designated authorities.
- 7. INFRASTRUCTURE/POWER SUPPLY**
- 7.1 Basic infrastructure and power supply for operating machineries will be provided by AAI free of cost.
- 8. CONTRACT AGREEMENT**
- 8.1 The contract agreement shall be executed on a non-judicial stamp paper of value Rs.100/- and cost of the stamp paper shall be borne by the Contractor.
- 8.2 Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.
- 9. DAMAGE TO PERSON AND PROPERTY**
- 9.1 Since the entire work would be in Operational area and Terminal Building/ATC tower, the accuracy and adequacy of the work shall be the criteria. Any sort of negligence makes the agency liable to pay damages as decided Airport Director. The same shall be final and binding on you.
- 9.2 The contractor shall be responsible for any damage caused to any equipment's /building of AAI due to the negligence of the staff. The same shall be made good by the contractor at his cost.
- 10. SITE ORGANISATION**
- 10.1 No staff deployed at site shall be removed from the site without prior approval of the Airport Director or his authorized representative.

11. PENALTIES

The following Penalties as mentioned below are leviable on the Contractor for not deploying the Manpower as per plan/ chart:

S.No.	Description	RecoveryRatePer Shift per person (In Rs.)
1.	Penalty for not providing minimum deployed manpower as per NIT / Late Reporting for Duty / Staff indiscipline like missing from designated place /lack of response	1.5x times of minimum wages for first two instance* in month 2x times of minimum wages for third instance* onwards
2.	Deployed manpower does not wear High visibility jacket or specified uniform	Rs. 500/- (Rs. Five Hundred Only) per instance* per person
3.	Failure to control the Bird/Animal Hazard which directly affects the safety of Aircraft operations.	Rs. 1500/- (Rs. Fifteen Hundred) for each instance* shall be levied
4.	For not providing the Fire Cracker at designated duty points as specified in NIT	Rs. 1500/- (Rs. Fifteen Hundred) per day
5.	Failure in providing Equipment/Consumables as specified in Clause 12 of SCC	Rs. 500/- (Rs. Five Hundred) for each instance* shall be levied
6.	Not operating serviceable zone guns	Rs. 1500/- (Rs. Fifteen Hundred) per day
7.	For not maintaining minimum two months stock of fire crackers as per NIT	Rs. 5000/- (Rs. Five Thousand) per instance
8.	For confirmed Bird hit (if reported by pilot and dead bird is recovered inside operational area)	Rs. 2000/- (Rs. Two Thousand) per instance

*Instance refer to the number of times the observation has been reported by the Airport Director or his/her authorized representative. Instances can be more than one in any given single day.

Note: "Decision of Airport Director shall be final and binding in this regard"

If any equipment damaged due to the negligence of the manpower, the agency shall repair the same and nothing extra shall be paid on this account by the AAI.

12. LIST OF CONSUMABLES, TOOLS AND TACKLES AND EQUIPMENTS:

- 12.1 The agency shall provide gum boots, fire beaters, umbrella, lathi, rubber gloves, high visibility jackets, rain coats to each manpower deployed at worksite.
- 12.2 The agency shall also provide torch, animal catching net ring, broom, dustpan, bags for collecting FOD, Chemicals such as Bleaching powder, etc. as per requirement at no extra cost.
- 12.3 All the consumables such as Stationeries, log books, work diaries to workmen, Sound crackers of reputed brand, lighters or match boxes and other essentials for the contract will be provided by the contractor for which nothing will be paid extra.
- 12.4 Bidder should include the expenses towards above tools/equipment while quoting the price bid.
- 12.5 If any of the supplied items is found defective, contractor has to replace the same for compliance of guarantee/warranty at his own expense to the satisfaction of AAI within one week.

12.6 Contractor shall produce bill/invoice of sound crackers as per prevailing GST provisions of Govt. of India.

NOTE: The agency has to provide a first aid box containing basic items required for first aid such as bandages, cotton, betadine, antiseptic solution, etc.

13. LIST OF FIRE CRACKERS

Bidder should include the expenses towards below mentioned fire crackers while quoting the price bid.

S. No.	Type of Cracker	Description	Minimum Monthly Quantity
1.	Ground Firecrackers (Green Bomb)	The characteristics of ground firecrackers are as follows: 1. With small wick 2. No Flame or residue after being burst 3. Less Smoke and more noise Preferably Green Bomb/Dynamite/ Bullet Bomb Note: The crackers should be ISI Certified.	375 Pcs of fire crackers per month
2.	Sky Firecrackers/ Sky Shots / Air Rockets	The characteristics of Sky Firecrackers / Sky Shots are as follows: 1. It should go up in the sky with colorful waves/sparkle and loud noise 2. No Flame or residue after being burst 3. Less Smoke and more noise 4. No specific Stand should be required for bursting the same 5. Preferably the fire cracker should go up to a height of 100 ft. before bursting Note: The crackers should be ISI Certified.	667 Pcs of fire crackers per month

The contractor shall ensure placement of Two months' worth of additional stock of Fire Crackers as mentioned above during the duration of Contract.

In case there is an additional requirement of the above mentioned fire crackers to meet the operational requirements, the same shall be provided by the contractor at no additional cost.

14. ADMISSION TO SITE:

14.1 Necessary entry passes will be obtained from the concerned issuing authorities for working in passenger and non-passenger areas. Applicable fees for obtaining the passes shall be paid by the agency and the rates quoted are inclusive of such fees. Nothing extra shall be paid on this account. The tenderer has to make arrangements for police verification and security clearance for his agency and staff.

14.2 As per BCAS AVSEC Circular amended from time to time, the service provider should obtain security clearance and security program from BCAS for obtaining AEPs for the deployed

manpower. Airports Authority of India shall not be responsible for any delay in this regard. The service provider with all the relevant documents shall apply to RD- BCAS through Airport Director.

14.3 Also, it is the duty of the contractor to ensure that airport passes are treated with utmost sanctity and are not allowed outside the airport premises. The Airport entry pass (AEP) of all workforces will be handed over to representative of the Airport Director at the end of every shift. AEPs can be collected from the representative of the Airport Director at the start of every shift.

14.4 Contractor must ensure deployment of workforce as per tender conditions. AAI will not be responsible for any external influence the contractor may face during deployment of workforce.

14.5 As the site of work is in the restricted area, the contractor is required to obtain Police Verification Certificates for the deployed staff for issue of entry permits to carry out the work. The agency shall comply with the mandatory BCAS security rules and regulations being enforced from time to time at the work place.

15. BYE-LAWS

15.1 The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges and for giving and receiving of all necessary notices and keeping the Airport Director or his authorized representative, informed of the said compliance with the bye-laws, payments made, notices issued and received.

16. MINIMUM WORKFORCE REQUIRED TO BE DEPLOYED IN VARIOUS SHIFTS

16.1 Total manpower required to be deployed per day is 09 i.e. 02 Skilled, 02 semi-skilled and 05 unskilled for all 07 days of the week during the operational watch hours or as decided by APD or his authorized representative, depending upon flight operation timings.

Nature of Job	Manpower Requirement per shift per day	Total Manpower per day
Bird Scarers in shift (Un Skilled)	5	5
Supervisor in shift (Skilled)	1	1
Operator in shift (Semi skilled)	1	1
Skilled manpower in General Duty	1	1
Traffic Hand (Semi skilled)	1	1

16.2 One shift means 8 hours’ duty. The shift timings will be decided by APD or his authorized Representative which may vary with approved watch hours which may vary time to time. However, deployment of manpower may be redefined by AAI.

17. COMPETENCE REQUIRED

17.1 The Contractor shall depute adequately competent and medically fit staff for the job. As a minimum, they should possess the following competence requirements:

Nature of Job	Job Qualification
Bird Scarers in shift (Un Skilled)	Adequate job knowledge and Experience (minimum 1 year) Age:18-50years

Supervisor in shift (Skilled)	Graduate (with minimum 1-year experience) Age:21-50years
Operator in shift (Semi skilled)	Graduate / Higher Secondary (with minimum 1-year experience) Age:21-50years
Skilled manpower in General Duty	Graduate and proficient in computer skills (with minimum 1-year experience) Age:21-50years
Traffic Hand (Semi skilled)	Graduate / Higher Secondary (minimum 1-year experience) Age:21-50years

18. RATES

- 18.1 The rates quoted shall be in Indian Rupees only and **including GST, PF, ESI and BONUS**. This is inclusive of minimum wages as per prevailing labor rates, Accessories / PPE charges, Fire-crackers, contractor's profit (Service Charges). GST, if applicable, paid by contractor for this work will be reimbursed by AAI on actual basis on production of documentary evidence. (Clause may be amended as per new guidelines on GST). Manpower is to be deployed for all 365 days (calendar days of the year).
- 18.2 No escalation on item is applicable, however agency will be entitled to get reimbursement of hike in minimum wages.
- 18.3 The licensee has to pay minimum wages per worker as mandated by Labour Laws.
- 18.4 The difference in minimum wages based on actual payment made to the labour and wages applicable at the time of submission of tender will be reimbursed including difference in EPF and ESI payment to the contractor on revision of minimum wages and no additional amount such as contractor's overhead & profit will be paid on this account.
- 18.5 Extra overtime hours performed by employee shall be paid by contractor at double the ordinary minimum wage rate on pro-rata basis (i.e. wage rate per hour work performed) and same shall be reimbursed to the contractor on the actual basis.
- 18.6 As of the date of the release of the tender, minimum wages(Basic+ VDA) for Skilled Category are Rs. 739/-, Semi-Skilled Category are Rs. 614/-& Un-Skilled Category are Rs. 526/- per day.
Note: These rates may be abstracted from notification by state/ central Govt. from time to time.
- 18.7 The contractor shall ensure the compliance of all Labor Laws / Regulations of Govt. of India and shall maintain all relevant register/ records at his own cost (including stationary etc.) which shall be produced on demand by the Airport Director or his authorized representative.
- 18.8 The rate quoted should be inclusive of the labour, transport, insurance, every incidental and contingent cost, handling charges and other levies and expenditure in connection with the work and the same rate is valid for entire contract period.

19. NUISANCE

- 19.1 In case of any misbehavior, in addition to taking legal action, the Tenderer will be penalized for the same and the decision of the competent authority in this regard shall be final and binding on the Tenderer.
- 19.2 There shall be no liability on the part of the AAI to pay any compensation arising out of the labor dispute, accident etc. at site. The contractor will be fully responsible for safety, security and coordination of the workers deployed at AAI site. Nothing extra will be paid to the Agency on this account.
20. All Trained manpower shall be positioned from the date of start of work.
21. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No.
22. Wherever ESI is not applicable, agency shall take a group of Medclaim policy covering health care of minimum Rs.2 lacs/ annum for each employee including his family members (subject to maximum of 4 persons in family). As this amount is reimbursable, no payment shall be deducted from the salary of an employee.
23. The contractor shall have to intimate his Universal PF account code/ no. allotted by regional PF commissioner, ESI registration no. allotted by ESI Corporation and labour license obtained as per the provisions of the contract Labour Act, 1970 within 15 days of award of work till actual completion of the contract, failing which no payment shall be released to the contractor. Where ESI is not applicable, the contractor has to provide medical cards.
24. AAI reserves the right to withhold minimum amount from the running account payments, if PF / ESI / Bonus etc. contributions are not paid by the contractor or if any other compliance is not met and proof to that effect have not been produced regularly on due dates.
25. If any information furnished by the applicant is found incorrect at any stage not only his tender will be rejected/cancelled but he shall also be liable to be debarred for a period to be decided by the committee duly constituted by the competent authority for tendering/taking up of work in AAI. The department reserves the right to verify the particulars furnished by the applicant independently.
26. The contractor shall not be entitled to any revision to the terms and conditions during the period of agreement and shall adhere to the instruction, orders issue by the Airport Director/his Representative from time to time.
27. 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.
- 28. PERIOD OF CONTRACT**
- The total service of contract shall be for a period of 3 years (36 months).
- AAI reserves the right to terminate the contract fully or partially by giving 30 days' notice in writing to the contractor. If in the opinion of the Department of Operations, it is observed that the contractor is not doing the works satisfactorily as per the terms and conditions of contract, then the contract can be terminated with immediate effect without giving any reasons thereof and Security Deposit in the form of Performance Bank Guarantee will be forfeited.
- The contract shall be in operation for an effective period of Three Years from the date mentioned in the award letter of work order.

29. Security: -

- 29.1 The contractor and his employees shall abide by security regulation framed by AAI/ BCAS or Police Authorities. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work. The Contractor shall be fully responsible for the satisfactorily working of his staff."
- If Contractor or his authorized representative or his employed workers are found violating any of security regulations, suitable action shall be taken by AAI as per prevailing rules".**
- 29.2 All men and vehicles shall be permitted to enter the restricted / office area only on possession of the security passes. The contractor shall apply in writing in advance before commencement of work for issue of security passes and shall submit a list of personnel concerned with their addresses. The contractor shall ensure that his men are deployed only in those areas where the security passes issued is valid for. Passes shall be deposited back with Airport Director on demand and in any case immediately after completion of work. The contractor or his staff/workmen shall observe all the rules promulgated from time to time by the concerned authorities. Any person found violating the security rules laid down by the authority will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account.
- 29.3 Any material / equipment taken out for the purpose of repair/ rectification/ replacement from the building or work premises shall have necessary permission from the Airport Director and security personnel/ competent authority in the form of a Gate pass.
30. **Statutory & Regulatory Clauses: -**
- 30.1 The contractor has to discharge all the obligations as provided under various statutory enactment including the EPF/ ESI/ Contract Labour (Regulation and abolition)/ Minimum Wages / Payment of Wages / Payment of Bonus /Payment of Gratuity / Workmen's compensation / Works Contract and other relevant Acts, Rules and Regulations in force and as amended from time to time in the State, as applicable.
- 30.2 The engagement and employment of workers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be violation of this contract. AAI may ask the contractor to produce documents to verify that these provisions/laws are complied by the contractor.
- 30.3 The contractor has to follow the local security/safety rules & regulations and such instructions on restricted hours of work as may be imposed on him by the department / local authorities, while working in security restricted zones and no claim whatsoever on account of this, will be entertained.

- 30.4 The contractor has to deploy their staff to run the system on all days (365 days) including Sundays and Gazetted holidays in ATC watch hours as per BOQ for which nothing extra shall be paid.
31. **Uniform:** - The contractor/ agency has to provide every year during the currency of the contract, 2 sets of uniform (pant and shirt), 1 No. high visibility jacket, 1 pair of shoes & 2 pair of socks and a sweater and 1 cap, to his staff of approved color during the contract period. In the event of non-compliance of wearing uniform & shoes by workers on daily basis, a penalty of Rs. 500/-per day per person shall be made from running bills.
32. **Training:** The Job of Bird and Animal Hazard Control requires familiarization of the area of work, Safety precautions and high motivation to remain alert in sun, rain and adverse weather condition. Hence, the Contractor shall before deployment of manpower ensure that such manpower is adequately trained and a record to that effect be submitted by the contractor for verification of AAI before deployment of personnel.

33. **THIRD PARTY INSURANCE**

- 33.1 Before commencing the execution of the works the contractor (But without limiting his obligations and responsibilities) shall insure against any damage, loss or injury which may occur to any property (including that of the Employer) or to any person, including any employee of the employer by or arising out of the execution of the works or temporary works or in carrying out of the contract.
- 33.2 If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of this clause, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company or by a company approved by the Insurance Regulatory Authority of India could offer, such an Insurance is ought to be done after the AAI's approval, by or through the subsidiary of the General Insurance Company.
- 33.3 Proof of this comprehensive insurance should be submitted along with first running account bill, otherwise payment of the bill may be withheld.
- 33.4 The insurance shall protect the contractor/contracting agency against all claims applicable for the workman's compensation act-1948. The contractor shall take necessary insurance cover for all persons deployed even for short duration. AAI shall not entertain any claim arising out of mishap, if any, that may take place during the performance of the contract.

Schedule of Quantities

Name of Work: Job Contract for Providing Bird and Animal Scaring Services at Kangra Airport, Kangra for a period of 03 years (36 months).					
S. no.	Item Description	Quantity	Unit	Rate in Rs.	Amount in Rs.
1.	Job Contract for Providing Bird and Animal Scaring Services at Kangra Airport, Kangra for a period of 03 years (36 months). Total manpower to be deployed is 09 i.e. 02 skilled, 02 semi skilled and 05 unskilled as per clause 16 of SCC.	36	month		
				Total	
NOTE: 1.	Bidders shall quote rate including all statutory components wages, PF, ESI, Bonus & GST.				
2.	Bidder's quoted rate shall be inclusive of cost for fire crackers, uniform, PPE charges, consumables, tools, equipment etc.				
3.	If bidders quoted rate is less than the total cost of man power specified in tender document (As per minimum wages inclusive PF, ESIC, Bonus, etc.) plus GST @18%, then bidder shall be disqualified.				