



AIRPORTS AUTHORITY OF INDIA

**O/o. THE GENERAL MANAGER (OPS-ASM)
CHENNAI AIRPORT, CHENNAI-600 016.**

TENDER DOCUMENT

NAME OF WORK

Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport.

GeM BID No. GEM/2024/B/ 5729534, dated 19.12.2024

INDEX

Name of the work: Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport.

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This bid document contains total of 55 pages (serially numbered from 1 to 55), including the Cover page and Index page.

BID SCHEDULE

01.	Name of Work	Job contract for providing Bird and Animal scaring and allied services in the operational area of Chennai Airport.
02.	Duration of Contract	02 years
02.	Type of Bidding	Job Contract./Lump sum based
03.	GeM Bid No. & Date	GeM BID No. GEM/2024/B/ 5729534, dated 19.12.2024
04.	Estimated Cost	₹ 5,61,77,830.00 (Inclusive of PF, ESI, EDLI, Bonus, Uniform, Hiring of Vehicle, Other over heads and GST)
05.	EMD (2%)	Rs.11,23,557.00/-
06.	Bid Offer Validity	90 Days



**DEPARTMENT OF OPERATIONS (AIRSIDE MANAGEMENT)
AIRPORTS AUTHORITY OF INDIA
CHENNAI AIRPORT, CHENNAI-600016**

No. AAI/CHN/Ops. – ASM/BS/2024-25/

Date: 19.12.2024

(Notice Inviting e-Tender – 2 Envelope)

1. Bid invited through the GeM portal by General Manager (Ops. – ASM), Airports Authority of India, Chennai Airport, on behalf of Chairman, Airports Authority of India from the eligible contractors for the work of **“Providing Bird and Animal scaring and allied services in the operational area of Chennai Airport”** at an estimated cost of **₹ 5,61,77,830.00 - (Including PF, ESI, EDLI, Bonus, Uniform, Hiring of Vehicle, Other overhead charges and GST)** for a period of Two (02) years.

The Bidding process is online at GeM-portal URL address www.gem.gov.in.

Prospective Bidders are advised to get themselves register at GeM-portal, obtain 'Login ID' and 'Password' and go through the instructions available in the Home Page after log in to the GeM-portal www.Gem.gov.in.

Earnest Money Deposit (EMD) of Rs.**11,23,557.00/-** (Rupees Eleven Lakhs Twenty Three Thousand Five Hundred and Fifty Seven Only) will be required to be paid offline in form of Demand Draft / Bankers cheque / Insurance Surety Bonds/ Bank Guarantee (BG) 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.

AAI Bank & Account Details for preparation of Demand Draft / Bankers cheque // Bank Guarantee (BG) are as follows: -

AAI Bank & Account Details for preparation of Bank Guarantee are as follows: -

CORPORATE NAME: AIRPORTS AUTHORITY OF INDIA

BANK NAME: ICICI BANK

IFSC CODE: ICIC0000007

BG ADVISING MESSAGE: IFN760COV (BG ISSUE)

: IFN767COV (BG AMENDMENT)

UNIQUE IDENTIFIER CODE (7037): AAICHENNAI

The original documents against EMD (if applicable) should be sent by Speed Post to the concerned officials as specified in the tender document. The same should reach to O/o. General Manager (Ops-ASM), Operational offices, Airports Authority of India, Chennai International Airport, Chennai (TN) - 600 016, positively by **09.01.2025 up to 1700 hrs.** Any further delay in submission of the offline EMD will not be entertained and the concerned bidder will be disqualified. The details of original documents physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

1A. Technical Bid (Envelope – I) should containing the followings:

- I. Scanned copy of Unconditional Acceptance of AAI's Bid Conditions (Annexure – A).
- II. Scanned copy of Registration Certificate of the Company.
- III. Scanned copy of Permanent Account Number (PAN) and GST Registration Number.
- IV. Scanned copy of 'Undertaking regarding Non Blacklisting/Debarment (Annexure-B) on a company letterhead duly signed.
- V. Scanned copy of Affidavit for Minimum Wages (as per Annexure-C).
- VI. Scanned copy of ESI & EPF registration certificate shall be submitted.
- VII. Companies other than proprietary 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 Bid is processed by a person other than Proprietor.
- VIII. Scanned copy of abridged Balance Sheet along with Profit & Loss Account Statement for the **last three Financial years i.e. 2021-22, 2022-23 & 2023-24** with UDIN attested by Chartered Account.
- IX. Scanned copy of Award Letter / Work Order / Work Contract Agreement along with its satisfactory completion certificate for qualifying work as mentioned in Notice Inviting Tender Para 1 B(i) to be submitted. The said satisfactory completion certificate should reflect either value of work, period of contract etc. or related award letter / work order / Work Contract Agreement Ref.no. & Date in support of the above.
- X. Scanned copy of declaration regarding "Security Clearance" on Company/Organisation letter head (Annexure - D).
- XI. Scanned copy of complete set of AAI Bid Document duly signed by the bidder.
- XII. Scanned copy of Pre Contract Integrity Pact (Annexure - E).
- XIII. Scanned copy of Pre-Qualification Checklist (Annexure – F).
- XIV. Scanned copy of Declaration (for MSE Units Only) – (Annexure – G).
- XV. Scanned copy of Bank details of bidder (Annexure – H).
- XVI. Scanned Copy of EMD paid.

1B. Qualifying requirements of Agencies/Bidders containing the followings:

i) Should have satisfactorily completed (# Phase/Part completion of the scope of work in a contract shall not be considered, **however pre-determined phasing of the work will be accepted**) three works, each of ₹ 1,12,35,566/- or two works, each of ₹ 1,40,44,458/- or one work of ₹ 2,24,71,132/- in single contract of similar nature of work during last Seven years ending last day of month previous to the one in which tenders are invited.

Similar works mean – “Supply of bird & animal chasers and allied services in the operational area at Indian 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, actual date of completion and satisfactory completion of work along with work order and Bill of Quantities. **Bidders showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources (TDS) certificate along with a certificate issued by registered Chartered Accountant with Unique Document Identification Number (UDIN), clearly specifying the name of work, total payment received against the work and TDS amount for the work.**

ii) Should have average annual financial turnover of ₹ 84,26,675/- during last three years ending **31.03.2024**. Tenderers showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

2. The Financial e-Bid (Envelope – II) through GeM portal.

The quoted rate of the contractor should be inclusive of all statutory labour components such as EPF, ESI, Bonus, Vehicle hiring charges, Contractor Profit, Third Party Insurance and applicable GST. Statutory Components and Taxes as per prevalent Central Government Guidelines.

Bidders are requested to upload “Item wise Price Breakup of quoted amount” on GeM portal as per **Annexure - J** failing which, the bid will be rejected. Bidders to note that this price breakup will 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. Refund of EMD:

Refund of EMD of unsuccessful bidders who fail to qualify the eligibility / technical stage shall be initiated within 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 minimum 7 days of opening of the financial bid.

4. Bid Submission:-

The Bidder shall submit their application only at GEM Portal: www.gem.gov.in. Bidder/Contractor are advised to follow the instructions provided in the Bid document for online submission of bids. Bidders are required to upload the scanned documents. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

5. Not more than one Bid shall be submitted by one Bidder or Bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to Bid for the same contract as separate competitors. A breach of this condition will render the Bids of both parties liable for rejection.
6. Bidder who has downloaded the Bid from GeM Portal www.gem.gov.in. Shall not tamper/modify the Bid from including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, Bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with AAI.

7. Bids Opening Process is as below: -

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

Documents as per pre-qualification criteria (uploaded by the Bidders) shall be opened.

If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on GeM portal to seek clarifications. No other means of communication in this regards shall be entertained.

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

The intimation regarding acceptance/rejection of their bids will be intimated to the Bidders through GeM portal.

Financial Bid:

Financial bid of the Bidders found to be meeting the technical criteria and qualifying requirements shall be opened. **(In case the date and time for opening of Financial bid is required to be changed, the same shall be intimated through GEM Portal).**

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 Bid process at any stage without assigning any reason.

9. AAI reserve the right to disallow issue of Bid document to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment / black listing by any department of AAI or Central / State Govt Depts. / PSUs / World bank /ADB etc. **AAI reserve the right to verify the credentials submitted by the agency at any stage (before or after the award of work). If at any stage, any information/ documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the Bidder then AAI shall take the following action:**

- a) Forfeit the entire amount of EMD submitted by the Bidder.

b) The Bidder shall be liable for debarment from Bidding in AAI, including termination of the contract apart from any other appropriate contractual/legal action.

10. Consortium /JV companies shall not be permitted.

11. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.

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 for Bids of supply/services and shall not be extended to construction work. Under MSE category, only Service Providers for Services are eligible for exemption from EMD.

13. Tenderers have to submit Unique Document Identification Number (UDIN) generated documents like Balance Sheet / Turnover certificate, Working Capital Certificate (works done during last 5 financial years & works in hand), Net worth Certificate, Tax Deduction at Source (TDS) Certificates for Non- Govt. works etc. as per NIT conditions duly certified by CA and having UDIN. The documents submitted by bidders without UDIN shall not be entertained.

14. 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.

15. 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.

16. 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 Bonus etc.) plus GST@18%, then bidder shall be disqualified

17. If there is a discrepancy between words and figures, the amount in words shall prevail.

Note: -

- The Bidders shall provide Pre-Qualification documents as specified above. Lack of submission of any of the specified qualification documents or submission of any of the specified documents in a manner which is in non-conformance with the relevant clause of this Bid documents may result in rejection of the Bid.
- Bidders are advised to upload clear and readable scanned copies of requisite documents **in sequence**.

(Bid Manager)
Dy. General Manager (Ops. - ASM),
AAI, Chennai Airport

CRITICAL DATES

Sl. No.	Activity	Date
01.	Bid Start Date	19.12.2024
02.	Bid End Date	09.01.2025
03.	Bid Opening Date	09.01.2025

Note:-

- a. AAI at its discretion may extend / change the schedule of any activity by intimating the Bidder through a notification on the GeM portal (<http://gem.gov.in>).
- b. Corrigendum if any, will be uploaded only on GeM portal. It is the responsibility of Bidders to check at the website regularly.

SCOPE OF WORK

1. This job includes chasing away of dogs or any wildlife/animals etc. in and outside the Airport Boundary and chase /drive away Bird and Animals in the vicinity of Runway and Side Strips by bursting crackers and Compressed Air horns etc. as and when required as per exigency of work.
2. The Bird and Animal Chaser shall ensure that the Bird and Animals (kites & vultures) 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 if they pose danger to the aircraft operations.
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.
4. Remains of the burnt Crackers will be removed and operational area will be kept clean.
5. Cautions shall be exercised while using the crackers to avoid the adverse effect on aircraft and grassfire.
6. 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) from operational area and ensure it is obstruction free.
 - b. To keep the operational area free from birds to protect the Aircraft from bird hit hazards.
 - c. To assist in allied services like clearing/cleaning of Runways whenever required during closure period.
 - d. To remove dead Wildlife / Foreign Objects Debris (FOD) from the Operational area.
7. The duties and responsibilities of the Clerical/DEO contract staff would be as follows:
 - a. To participate in AEMC survey and record wildlife sightings/garbage dumping/condition of open drains in and around Airport (10km radius)
 - b. Data entry, analysis and presentation of wildlife observations and mitigation measures in place.
8. The Bird & Animal scaring personnel engaged by the contractor can be shifted from one location to another as required by the Duty Officer (Apron Control).
9. Shall engage one jeep having seating capacity of 6+1 Driver with cabin arrangement for deployment of bird/animal scarers and to clear the trapped wild animals. The jeep shall be always in watch and ward duty along perimeter road of the Airport. The cost of maintain and fuel expenditures shall be borne by the contractor.
10. The Contractors shall deploy one Bird Scarer for every 400 meters of runway length (Total length of the Runways are 3661 and 2890 meters), and at all the vantage points, including night shifts. Therefore, the contractor is required to deploy manpower in the following positions in shifts during day/night deployment.

Shift	Timings (IST)	Planned Manpower	Remarks
1 st Shift (Day)	0500 Hrs. to 1300 Hrs.	22 staff + 1 supervisor + 1 driver	<p>The shift timings are subject to change.</p> <p>*The manpower allocation for Night shift and vantage points would vary on the basis of situational requirement</p>
2 nd Shift (Day)	1300 Hrs. to 2100 Hrs.	22 staff + 1 supervisor + 1 driver	
3 rd Shift (Night)	2100 Hrs. to 0500 Hrs	4 staff*	
Vantage points		6 staff*	
General duty	0930-1730 Hrs	01 Clerk	

11. The timings, no. of manpower & locations is as per the discretion of Airside Operations according to situational requirements.

Nature of Job	Manpower requirement		Total Manpower per day	Job Qualification
Bird Scarers in shift (Un Skilled) (02 shifts + Night shift and vantage points)	54	As per scope of work to cover 03 shifts and vantage points.	54	Adequate job knowledge and experience. Age:21-50 years
Supervisor in shift (Semi Skilled) (Only 02 shifts)	02	(Total 2 per day on all days).	02	Graduate / Higher Secondary Age:21-50 years
Driver in shift (Skilled) (Only 02 shifts)	02	(Total 2 per day on all days).	02	Secondary/Higher Secondary with valid DL and adequate experience. Age:21-50 years
Clerk cum Data Analyst (Skilled) (General Duty)	1	(Total 1 for 06 days in a week)	01	Graduate with computer skills Age: 21-45 years

12. **Uniform & Accessories:**

The Contractor shall provide uniforms and liveries as per the following every year for each staff.

Uniform (T-shirt and Track pant)	02 sets
Gum boot	01 pair
Rain coat	01
Reflective jacket	02
Safety Shoe	01 pair
Socks 04 pairs per year	04 pair
Protective Glass	01
Hand Gloves	04 pair

13. **Tools:** The Contractor shall provide necessary tools, equipment (binoculars) for bird sighting and allied services (clearing FOD), to the workers at his own cost. The Contractor shall provide Reflective jacket, Lathis, Fire beaters, Raincoat, Gumboots, Socks, Protective wear (Rubber gloves), Safety goggles and uniforms to the workers at his own cost as specified. The contractor shall also supply, at their own expense, the necessary tools and equipment for the removal of animals such as cats, dogs, snakes, etc., from the operational area. This shall includes nets for capturing dogs & cats . Necessary deduction of these items cost will be made if the specified accessories are not provided on time as per SCC para 23.

14. **Service & Support:** An office of the Service Provider must be located in Chennai City After Award of work, the contractor shall intimate contact details of their local representative at Chennai such as Name / Designation / Mobile No. / Email Id / Postal Address etc. along with ID proof to AAI.

15. The crackers required for Bird and Animal Scaring will be procured and supplied by AAI.

16. The Job contract work will be measured on monthly basis and payment shall be made on monthly basis as per bill of quantities.

GENERAL CONDITIONS OF CONTRACT

1. 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.
2. The Airport Director, Chennai Airport shall be the Accepting Authority, hereinafter, referred to as such for the purpose of this contract. Accepting authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at his quoted rate.
3. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason.
4. AAI reserves the right to disallow issue of tender document to working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/temporary/permanent debar by any department of AAI.
5. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after award of work). If at any stage, any information / documents submitted by the applicant is found to be incorrect/false or have some discrepancy which disqualifies the firm then AAI shall take the following action.
 - a. Initiate action as per declaration submitted in lieu of EMD.
 - b. The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.
6. Consortium / JV Companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
7. **Period of Contract:** The total service of contract shall be for a period of **24 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 (ASM), 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.
8. **Entry Pass:** The work site lies in restricted area. The contractor shall apply in writing in advance for issue of necessary entry passes of workmen engaged by him. The works at operational area are an essential service covered under the ESMA (Essential Service Maintenance Act) and hence disruption of services rendered will be a statutory offence. The successful bidder is responsible to apply BCAS security clearance in auxiliary service provider for obtaining Airport Entry Pass (AEP) through BCAS website <https://esahaj.gov.in> for the employees without any extra cost from AAI. The necessary police verification of company in e-Sahaj website as well as individual along with security program and other enclosures as required by security section for issue of entry passes will be the responsibility of the contractor. All fees & expenditure towards arranging security passes shall be borne by the Agency. After completion of the contract or expiry of the entry pass, the same shall be returned to AAI.

9. **Security:** The contractor and his employees shall abide by security regulations 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 of his employed workers are found violating any of security regulations, suitable action shall be taken by AAI as per prevailing rules of BCAS.

All men shall be permitted to enter the airside (restricted) area only on possession of the AEP (Aerodrome Entry Permit). 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. Passes shall be deposited back with Operations-In-Charge 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 reasons whatsoever and contractor shall have no claim on this account.

If the contractor or his representative or deployed staff is involved in un-scrupulous activities, contractor agency along with the offender will be subjected to other legal proceedings and risk of being black listed.

The contractor shall comply with the security rules and regulations being enforced from time to time at the work place.

10. **Statutory & Regulatory Clauses:** The contractor has to discharge all the obligations as provided under various statutory enactment including the EPF, ESI or Medi-claim (Whichever applicable) /Contract Labour (Regulation and abolition) / Minimum Wages/ Payment of Wages / Payment on Bonus and other relevant Acts, Rules and Regulations in force and as amended from time to time in the Central, as applicable.

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.

The contractor shall 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.

The contractor has to deploy their staff to run the system in shifts on all days (365 days) including Sundays national holidays for which nothing extra shall be paid.

Contractor has to submit the details of staff such as, qualification documents and experience letters of the staff, the CV and passport size coloured photograph along with copy of police verification (not older than six months on the date of start of work) or valid passport before engaging them on work. All the documents should be self-attested by each worker and signed and stamped by contractor/agency. The decision of Operations-In-

Charge, to accept or reject any candidate on the basis of lack of experience, qualification, lack of skills required for job, will be final and binding on the Agency.

11. **Uniform:** The contractor/agency has to provide the uniform & tools to his staff of approved colour to their employees during the contract period, (within one month from the date of award) failing which, AAI will recover an amount of Rs.200/- per person per week till the compliance of the same from the contractor's running/final bill. In the event of non-compliance of wearing uniform by workers on daily basis a recovery of Rs.100/- per day per person shall be made from running bills. The workers should wear a badge on the left pocket of the shirt mentioning company's name. The company's name to be printed on the front and back side of the T-Shirt. The colour of uniform shall be finalised in discussion with AAI Management.
12. No accommodation/transport shall be arranged by the AAI for the staff / workers of the contractor. It is the responsibility of contractor to make his own arrangements for the facilities if required.
13. **Rates & Sufficiency of Offer:** The prices quoted shall be firm and consolidated including of GST, TNLWF (if applicable), EPF, ESI/Medi-claim (Whichever is applicable) & Bonus. Any revision in statutory deduction after due date of submission of tender document, the difference amount will be reimbursed/deducted as per actual.
14. The bidder quoted rate in GeM should comprise minimum wage as per GCC para 30, applicable statutory component (i.e. PF, ESI, Bonus etc.) valid as on date, Vehicle hiring charges, Contractor Profit, Third Party Insurance and applicable GST.
15. Bidders are requested 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 will not be a part of L1 evaluation. However, the price breakup document uploaded by the bidder will be considered as part of the contract.

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.
16. If bidder's total quoted cost is less than the total cost of manpower specified in tender document, then bidder shall be disqualified.
17. **Evaluation of Financial bid:** The evaluation criteria/comparison of rates for identifying the successful bidder shall be based on the lowest rates quoted in GeM portal.
18. Notification of Award of Contract will be made in writing to the Successful Bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision.
19. The Accepting Authority reserves to himself the right of accepting the whole or any part of the Tender and Tenderer shall be bound to perform the same at his quoted rates.
20. On acceptance of tender, earnest money will be treated as part of the security deposit.

21. Security Deposit / Performance Bank Guarantee shall be applicable as per latest guidelines/circular/TI
22. GST shall be paid against tax invoice as per latest government notification in-force.
23. Difference in minimum wages based on actual payment made to workers and difference of mandatory contribution towards EPF & ESI etc. (as applicable), will be reimbursed to the contractor by AAI on revision of minimum wages by Central Govt. subject to submission of proof of payments made and subsequent verification of the same.
24. However, any revision in statutory deduction after due date of submission of tender document, the difference amount will be reimbursed/deducted as per actual.
25. Bonus payment shall be based on the rules governed by the Bonus act of Central Government. The contractor shall pay the bonus amount to the manpower deployed by him. In case of non-payment of bonus necessary recovery / withheld against bonus from their RA Bill / Final Bill shall be made as decided by OIC and appropriate action will be initiated by AAI against the contractor. The decision of OIC in this regard will be final and binding on the Agency.
26. Contractor is deemed to have satisfied himself / herself before submitting bid or correctness and sufficiency of his / her offer covering all works, services defined under Scope of works, schedule of Quantities / Bills of Quantities including obligations and all such matters necessary to ensure complete serviceability of the installations.
27. **PF & ESIC Contribution:** The contractor shall register himself with Labour Licensing Authority and obtain Labour License Number in this regard.

The Agency shall provide UAN / ESI Card / Medi-claim to each of the working staff within 3 months from the Date of Commencement of Contract.

The contractor shall have to register with PF & ESIC or Medi-claim (wherever applicable) for workmen engaged for the work & challans / deposit receipts of PF & ESI contribution / Premium on Medi-claim shall be submitted in AAI office for verification.

The PF dues (including EDLI and administrative charges) in respect of workers engaged by the contractor for AAI works to be deposited by the contractor every month by a challan and the documentary evidence in support of such payments along-with employee wise details of the PF contributions (both Employee's share and the Employer's contribution) needs to be submitted to the Operations in charge for the work/contract.

If ESI not applicable, the agency shall provide Rs.2.0 Lacs Medi-claim policy at par with ESI benefit to each person engaged at the site and nothing shall be payable extra in this regard. The contractor has to deposit PF & ESI as applicable, failing which recovery / withheld @ 26% and 6% against PF and ESI / Medi-claim respectively from their R.A bills / Final Bill shall be made. ESI / Medi-claim, EPF IDs of deployed manpower shall be created and submitted to Operations In Charge within one month from commencement of contract.

28. **Labour Wages:** The contractor has to pay the prevailing minimum wages issued by the office of Regional Labour Commissioner / Chief Labour Commissioner (whichever is higher), from time to time. However, the difference in minimum wages based on actual payment made to the labour and wages applicable at the time of submission of tender will be reimbursed including difference in EPF and ESI payment to the contractor on revision

of minimum wages and no additional amount such as contractor's overhead & profit will be paid on this account. In this regard the successful bidder shall submit an affidavit on nonjudicial stamp paper of Rs.100 as per **ANNEXURE - C** before award of the work.

For the purpose of admitting the claim for reimbursement of statutory increase in wages paid by him, the contractor has to produce the required documentary evidence to the satisfaction of Operations-in-Charge.

The payment to the workmen's engaged by the contractor is to be paid through NEFT / RTGS / Cheque on or before 7th of every month irrespective of Saturday, Sunday and bank holidays. The salary slip shall be provided by the contractor every month along with salary paid to all employees under this contract. If any violation with respect to payment of wages for any two months in the contract period, necessary action for cancellation of contract, debarring of the agency for participating in future contracts in AAI shall be initiated. The agency will not be allowed to participate in any of the tendering process in AAI till finalization of the decision.

The firm shall submit the name and Bio-data along with the appointment letter of each staff being deputed for the work and all new staff /replaced staff engaged during currency of contract. However, Operations In-Charge reserve the rights to relax above mentioned educational requirement and experience criteria.

29. **Wages of staffs:** The minimum rates of the wages for the staff shall be payable in strict compliance to minimum wage Act 1948 and as per the notification of the statutory labour welfare authority (Central/ State) time to time.

The Wages paid to the workmen by the contractor shall not be less than the latest minimum wages fixed by the Central or State Government or existing wages whichever is higher.

The difference between the latest minimum wages, paid to the workmen and the minimum wages considered for estimation (given in the table below) will be reimbursed by AAI upon submission of documents:

Minimum wages considered for estimation				
S.No.	Job Designation	Worker Category	Minimum wage per day	Remarks
1.	Bird/Animal Scarers	Un Skilled	Rs.778/-	Minimum Wages Considered as per Central Wage GO F. No.1/7(3)/2023-LS-II Dated: 01.04.2024
2.	Supervisors	Semi-Skilled	Rs.862/-	
3.	Drivers and Clerk cum Data Analyst	Skilled	Rs.948/-	

Man power shall be provided on all days of the month as per scope of work, including Sundays, AAI closed holidays and National Holidays.

The quoted rate shall include the Additional wages for the workmen employed on National holidays wages and nothing shall be paid extra on this account.

30. Deviations / Variations Extent and Pricing:

The Airport Director shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Airport Director and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

31.1 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered be extended, if requested by the contractor, as follows:

(i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus.

Deviation, Extra Items and Pricing

31.2 In the case of extra item(s) (items that are completely new, and in addition to the items contained in the contract) the contractor may within fifteen days of receipt of order or occurrence of the item(s) claim rates, supported by proper analysis, for the work and the Airport Director shall within Six weeks of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, (items that are taken up with partial substitution or in lieu of items of work in the contract) the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following para.

Deviation, Substituted Items Pricing

a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted), the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

Deviation, Deviated Quantities, Pricing

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Airport Director shall within Six weeks of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule, and the Airport Director shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

31.3 Any operation incidental to or necessarily has to be in contemplation of Tenderer while filing, tender, or necessary for proper execution of the item included in the Schedule of quantities or in the schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the Tenderer or the rate given in the said schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Force Majeure: If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, earth quake, explosions, epidemics, quarantine restrictions, bandh , strikes, lockouts or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of AAI as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option to terminate the contract.

32. Purchase Preference to Micro and Small Enterprises (MSEs):

Purchase Preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the Bidder wants to avail the Purchase Preference for services, the Bidder must be the service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the Bid in respect of the offered service.

33. Misconduct:

- The contractor shall be responsible for involvement of staff appointed by him for any items missing from the property of passenger/ system originally provided and such proven cases of thefts / pilferage by their employees are to be determined by any court of Law.
34. AAI will give necessary directions to security agency to ensure vigil on the working staff.
35. The contractor shall be held responsible for any action / misdeeds, in terms of theft / pilferage or any other misdeed or any other undesirable activities by any of their staff engaged in Airport Complex. AAI shall furnish copy of FIR lodged with police for all such case for taking immediate action to dispense with the services of such individual involved. This will be without prejudice to any other liability on the part of the contractor, arising out of court directions/claims etc. on account of such misdeeds. Any loss suffered by AAI on account of misconduct by the workers of the firm shall be recovered from contractor's bill.
36. The contractor shall be responsible for any damages 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.
37. The sub-contract of contract is not permissible. Firm has to carry out works by their own staff and as proof of the same, the appointment letters of the staff engaged for the contract to be produced to AAI.
38. The duty hours should not exceed eight hours at a stretch. Continuous shifts by the same person should be avoided and no shift should remain unmanned. Odd duties/ shifts may be required according to the exigencies, which are to be arranged by the Firm.
39. AAI is not liable at any stage to provide accommodations, transport, food, medical and any other requirement of their personnel deployed under this Contract. The agency shall alone be liable to pay compensation for any damage / death / injury sustained by the personnel or any other members of the agency as sustained by them in the course of the work / duty during the contract period. The manpower deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of AAI, during the contract or after expiry of the contract.
40. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will not have any claim for absorption or relaxation for absorption in the regular / other capacity or Services in AAI. The contractor should communicate the above to all the manpower deployed under this contract.
41. Upon completion/foreclosure of contract, the BCAS/Airport Entry Pass issued to the workmen shall be returned/surrendered to the representative of Operations-In-charge.
42. Smoking, Drinking Alcohol, use of psychoactive substances etc. is strictly prohibited in the operational area.
43. Entering the operational area under intoxication/inebriated condition is strictly prohibited.

SPECIAL CONDITIONS OF CONTRACT

1. The required number of Bird & Animal scarers to perform the work to the satisfaction of the General Manager (OPS - ASM) In-Charge, shall be provided on all days in shifts as specified in the scope of work. The work force deployed for this contract shall be the regular employee of the contractor. The contractor shall be responsible for the compliance of all the provisions of all the labour laws applicable for such work force and their service condition in his own establishment and for settlement of any dispute arising out of the terms and conditions of services of the personnel.
2. As the site of work is in the restricted area, the contractor is required to obtain Airport Entry Pass (AEP) for his staff, to be issued by BCAS through AAI. The tenderer is responsible for arranging Police verification certificates/Bio-metric AEPs for his staff and security clearance for his agency as stipulated by BCAS. No extra amount shall be paid on this account. The job contracts for controlling Bird and Animal Hazard inside the operational area at Airport require working in a sensitive and high security zone. Hence the successful tenderer has to follow the security requirements in day to day working.
3. **Training:** The Job of Bird and Animal Hazard Control requires familiarization of the area of work, Safety precaution, and high motivation to remain alert in sun, rain and adverse weather condition. Hence the Contractor shall before deployment of manpower ensure that such manpower are adequately trained and a record to that effect be submitted by the contractor for verification of AAI before deployment of personnel. The contractor shall ensure that his Bird and Animal/Animal Hazard Control personnel use the Lathis, cracker bombs for Bird and Animal/animal scaring. They shall not aim the cracker bomb at any human or aircraft. The training of contractor's personnel for use of cracker bombs shall be done. The contractor shall submit a certificate to this effect prior to commencement of work. Bird and Animal Chaser training and seminar expenses to be borne by contractor from overhead profit and it is non reimbursable.
4. **Removal and Disposal of Dead Bird and Animals:** Removal and disposal of dead Bird and Animals from inside operational area shall be carried out immediately by the Bird and Animal chasers and as per exigency of work. Also removal of crackers residual, plastic item such as bottles, wrappers from the runway and the surrounding area within the operational area of the airport. Dead Bird and Animal shall be disposed-off outside the operational area at a scheduled place, other removed item will be properly disposed-off in the disposal bin.
5. **Bird and Animal watching and Alerting:** In addition to Bird and Animal scaring, the job of Bird and Animal watching and alerting has also to be carried out. The Bird and Animal watcher shall keep a watch on the operational area for Bird and Animals. The location of Bird and Animal watcher will be decided by Operations-in charge, AAI.
6. **Biometric system -Biometric Attendance System** with necessary software, minimum 500 x 1 - identity storage, remote access & customized software application should be installed by the contractor in the entrance of the workplace,

at his own cost. Non- functioning of Biometric attendance system will also attract a penalty of Rs.500 /- per day. The attendance of all staff to be engaged in each shift for the Job shall be taken through biometric attendance system and submitted to the AAI / Apron Duty Manager on duty within 30 minutes of the commencement of each shift.

7. Also, it is the duty of the contractor to ensure that airport passes are treated with utmost sanctity and are not allowed outside the airport premises. Supervisor will collect the Airport entry pass (AEP) of all workforce and handover to representative of the Airport Director at the end of every shift. AEPs can be collected from the representative of the airport director at the start of every shift and can be distributed to contract workforce after their biometric attendance is complete.
 8. It shall be the sole liability of the contractor (including the Contracting firm/Company) to obtain and to abide by all necessary licenses/ permissions from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provisions of the Contract Labour (R & A) Act 1970.
 9. Escalation of rates is not acceptable during the period of contract except notified as increase in minimum wages by Central Government whichever is higher.
 10. **Quoted rate of the contractor should be inclusive of all statutory labour components such as EPF, ESI, Bonus, Vehicle hiring charges, Contractor Profit, Third Party Insurance and applicable GST.**
 11. The Contractor shall discharge obligations as provided under various applicable statutory enactments including EPF and Miscellaneous Provision (MP) act 1952, the Employees state Insurance (ESI) Act 1948, the contract labour (R & A) Act 1970, the Inter State migrant workmen (Regulation of employment and conditions of service) act 1979, the Minimum Wages Act 1948, the Payment of Bonus (Amendment) act 2015, the payment of wages act 1936, the workmen's compensation act 1923 and other relevant act, rules and regulations, instructions etc. issued / enforced from time to time.
- The Contractor shall submit an Affidavit (as given in Annexure - C) on a non-judicial stamp paper of Rs.100/- as an undertaking to fulfil the above mentioned legal obligations to the employees with respect to minimum wages, EPF.**
12. The wages paid to the workmen by the contractor shall not be less than the latest minimum wages fixed by the Central Government.
 13. Difference in minimum wages based on actual payment made to workers and difference of mandatory contribution towards EPF & ESI etc. (as applicable), will be reimbursed to the contractor by AAI on revision of minimum wages by Central Govt. subject to submission of proof of payments made and subsequent verification of the same.
 14. The contractor shall intimate his GST no., PF Account code no. and ESI code no. after the award of work and the contractor shall continue to have them valid till conclusion of the contract.

15. The contractor shall provide a list of contract workers engaged for contract along with their PF Account no. & ESI Registration no.
16. The contractor by 20th of every month shall provide a monthly statement showing recoveries of statutory contributions and proof of remittance of PF contribution to RPFC and ESI contributions to ESI Corporation in respect of workers engaged under his contract.
17. The contractor shall regularly maintain and submit all relevant records / documents to AAI representative for verification and upon such verification only, AAI will allow reimbursement of any other amounts paid.
18. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.
19. **The contractor shall be solely responsible for the payment in respect of wages for the Area (Chennai) as applicable and other dues (including Over Time allowances) to the personnel deployed by him latest by 7th of the subsequent month.** The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc., arising out of the disputes relating to the dues and employment of personnel deployed by him.
20. The contractor shall pay the wages to the personnel deployed by him by crediting wages through ECS in their bank accounts after obtaining authorization from them to ensure transparency and to facilitate timely payment.
21. A Penalty may be imposed maximum to the extent of 25% of the bill amount submitted by the contractor on account of unsatisfactory performance. This amount will be deducted from the monthly payment charges of the contractor. The decision of the Airport Director in this respect will be final and binding.
22. In case of any bird strikes taking place due to negligence of bird scarers within the Airport area, a penalty will be imposed. Also, the bird chaser found responsible for such negligence shall be removed from the job.
23. Subject to the provisions in the tender document and without prejudice to contractors' liabilities and responsibilities to provide adequate qualified and skilled personnel on the work. Contractor shall deploy site organization and augment the same as decided by the Airport Director or his authorised representative depending on the exigencies of work. The following Penalties as mentioned below will be levied on the Contractor for not deploying the Manpower as per plan/ chart. Airport Director is the final authority in this regard and his decision is final and binding.

Sl. No.	Designation	Per	Recovery Rate Per Shift per person (in Rs.)
1	Bird Scarer	Each	Prevailing daily minimum wage+25% penalty
2	Supervisor	Each	Prevailing daily minimum wage+25% penalty
3	Jeep with Driver	Day	Rs.2500/-
4	Driver	Each	Prevailing daily minimum wage+25% penalty
5	Clerk cum Data Analyst	Day	Prevailing daily minimum wage+25% penalty
6	Bird scarer leaving Duty spot without permission	Each	Prevailing daily minimum wage+50% penalty
7	Not wearing proper uniform	Each	Rs.200/-
8	Disruption in flight operation due to bird hit/ bird concentration in airport premises	Per Occasion	Rs.2000/-
9	Confirmed bird hit in airport premises	Per Occasion	Rs.5000/-
10	Bird hit incident due to Negligence/ Deficiency in service of the staff deployed by contractor	Monthly bill	Rs.25000/- (Final decision by Airport Director)

24. If the continuance of any of the persons deployed by the contractor is found not satisfactory, the contractor shall replace him forthwith, upon receipt of information to that effect from AAI. The workers deployed by the contractor may be required to perform other allied works in and around the operational area like removal of dead animals/birds, removal of Foreign Object Debris (FOD), assist in clearing/cleaning of Runways when required, etc. during closure period and the contractor shall ensure it.
25. The contractor shall thoroughly brief them on all airside disciplinary procedures and other restrictions and also train them on bird scarring and allied jobs.
26. The contractor shall be responsible for settling any claim/ compensation against all damages and accidents caused due to negligence on the part of his/her employees and keep AAI indemnified from any compensation/liability.

27. AAI will not be responsible for any injury sustained by the contract workers during the performance of their duties and also any damages or compensation due to any dispute between him/her and his/her workers. The contractor shall comply with all provisions of Labour Acts/Enactments hitherto in force or enacted from time to time during execution of this contract and contractor shall be responsible for all liabilities arising out of these provisions. Furthermore, the contractor shall be responsible for payment of compensation, insurance etc. if any, in respect of his/her employees.

28. Third Party Insurance:

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. 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.

29. Minimum amount of Third Party Insurance:

29.1 Such insurance 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 and for at least the minimum amount of Rs. 1.00 Lakh with unlimited number of occurrences. This insurance will not cover mobile machineries for which separate insurance cover is also required. Whenever required the contractor shall produce to the AAI the policy or policies of Insurance and the receipts for payments of the premiums.

29.2 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.

29.3 For noncompliance of above levy equal to cost of policy of noncompliance period plus 15% shall be charged and losses during noncompliance period shall be deducted from his bills.

30 The contractor shall furnish all the details of the persons to be employed like names, address, photo, age, specimen signature etc. and authority shall have the liberty to reject any person.

- 31 The contractor shall carry out the job as per specifications of the Authority and to the entire satisfaction of the Department of Operations – Airside Management. In case of complaints either about the nature of service or the personnel, the Authority will intimate to the contractor who shall attend to and sort out the complaints promptly.
- 32 In case it is noticed by the Authority that the work carried out by the contractor is not up to the required standards, a written notice will be given to him, warning him/her of the bad execution of work and asking him/her to improve upon the standards within the period specified by the In-Charge.

In the event of finding that there is no improvement and the work is not being carried as per instructions, a notice of 30 days shall be served by Registered Post or by hand to the contractor, in case of foreclosing/abandoning the contract. Notwithstanding the above, the contractor shall however continue to provide services as required for further 90 days or till new contract is awarded whichever is earlier.

- 33 The contractor's representatives and employees of the contractor shall abide by the Rules and Regulations of the Authority while performing their job in the said premises.
- 34 The agency/contractor has to satisfy all the statutory requirements issues by DGCA/BCAS.
- 35 The bills submitted by the contractor shall be verified and certified by the In-Charge or his designated officer for the purpose. **Proportionate deduction from monthly bills will be made for short supply of manpower as per SCC Para 23.**
- 36 Monthly running payments will be made in the following month after deducting any recoveries, penalties, etc., which the contractor might have rendered himself liable. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required.
- 37 Contract Liable for Damage, Defects During Contract Period

The security deposit deducted from contractors shall be refunded within Six months from the date of final payment or within Six months from the date of completion of the contract whichever is earlier.

38 Release of Security Deposit after Labour Clearance

Security 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 3 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 Security Deposit will be released if otherwise due.

- 39 Period of contract shall be **Two Years (24 Months)** from the date of commencement of work.
- 40 The successful tenderer or contractor on acceptance of his tender by AAI shall sign the contract agreement within 15 days from the date of award of the work.
- 41 The contract agreement shall be executed on a non-judicial stamp paper of value of Rs.200/- and the cost of the same shall be borne by the contractor.
- 42 The work shall commence from the 15th day after the date on which the In-Charge issues written orders to commence work or as specified in the work order/award letter. If the contractor commits default in commencing the work as aforesaid, AAI shall without prejudice to any other right or remedy be at liberty to forfeit the earnest money absolutely.
- 43 All the employees working under this contract shall have all the items readily available for usage while on duty. Non-availability of any of the items shall attract appropriate action by the authority.

45. Declaration by the Contractor/Tenderer:

The following Declaration will be submitted by the Contractor/Tenderer on his Letterhead.

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

A. General Requirements:

- 1) For efficient execution of the contract, AAI and Contractor shall interact on Single window basis. Operations–In-Charge of AAI or his authorized representative shall co-ordinate from AAI side and the contractor shall nominate their representative for day to day on-site co-ordination. Operations–In-Charge of AAI shall certify all work done by the contractor.
- 2) Services are to be provided in General Duty for Item no. 01 and for item no. 02 in 03 shifts per day basis on all days for a period of Two Years. Appropriate arrangement shall be made to cover holidays and weekly off-days. Manpower strength shall taken into account during weekly off-days, annual vacations and providing the reliever as per labour norms etc.

B. Payment Terms:

- 1) Payment shall be released monthly on production of following documents: -
 - i) Original Invoice
 - ii) Monthly Challans of E.P.F and E.S.I deposits up to previous month.
 - iii) Wages register signed by workers of each month.
 - iv) Bonus details received and signed by workers.
 - v) Attendance register.
 - vi) Copy of E Transfer of Wages to Labours.
 - vii) Any other documentary proof as required by AAI.
- 2) No advance payment shall be paid.

C. Performance Bank Guarantee:

This clause is applicable for total estimated value of 5.0 crore and above.

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the Tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period specified in Schedule from the date of issue of letter of acceptance. 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 form annexed hereto. In case a DD or BG of any Bank is furnished by the contractor to the AAI as part of the performance guarantee 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 make good the deficit.
- (ii) Performance guarantee should be furnished within 30 days of issue of work order. In case the contractor fails to deposit performance guarantee within the stipulated period, no payment for the work done in respect of Ist Running Account Bill will be released to the contractor. Moreover, interest @18% per annum on performance guarantee amount would be levied (non-refundable) for delayed period of submission.
- (iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 180 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iv) The Airport Director shall not make a claim under the performance guarantee except for amounts to which the AAI is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Airport Director may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay AAI any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Airport Director.
 - (v) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the AAI.

D. 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.

E. Termination of Contract:

- a) Without prejudice to the right of termination provided under the Terms & Conditions or without prejudice to any other remedy available to the contract in this behalf, the AAI may terminate the contract at any time on giving the contractor not less than one month's notice in writing if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which the Airport Director, Chennai Airport, Chennai shall be the sole judge.
- b) Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment's, materials or facilities or for any loss in the profit or anticipated profit of the contractor.
- c) If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the whatsoever.

F. Novation Clause:

The contract period is for Two (02) years or the date of transfer of the airport under the PPP mode whichever early. The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever.

Obligations relating to Transfer:

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

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

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

- G. All the bidders shall complete the CHECKLIST (PQ Performa - Annexure – F). The successful bidder shall submit the BG Annexure – M**

(To be given on Contractor's Letter Head)

Date:

To,
General Manager (Ops. – ASM),
AAI, Chennai International Airport,
Chennai – 600 016

Sub: Acceptance of Terms & Conditions of Tender.

(Tender ID No: _____)

Name of Work: - Job contract for providing Bird/Animal Scaring and allied services in the operational area of Chennai Airport.

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 NON DEBARMENT/BLACKLISTING

(To be given on Contractor's Letter Head)

Name of work: Job contract for providing Bird/Animal Scaring and allied services in the operational area of Chennai Airport.

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

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

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

Date:
Place:

AFFIDAVIT FOR PAYMENT OF MINIMUM WAGES

Name of work: Job contract for providing Bird/Animal Scaring and allied services in the operational area of Chennai Airport.

I..... (Name), aged..... years, S/o..... (Name),
Proprietor / Managing Partner / Managing Director of (Name of the
Agency) do hereby solemnly affirm and state as follows:

I am competent to swear this affidavit on behalf of (Name of Agency).
I state that, in the event of work is awarded to our agency; the wages to be paid to the workers
engaged shall not be less than the minimum wages determined by appropriate Govt. Authorities from
time to time.

Dated this, the..... day of month years.

DEPONENT

Note:

**This Affidavit on non-judicial stamp paper of Rs.100/- has to be attested by a First Class
Magistrate/Notary Public.**

Declaration for Security Clearance

(To be given on organization's Letter head)

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 issued by BCAS/AAI in respect of manpower be deployed inside operational areas of Airport for the contract. I/We will submit all security clearances from BCAS and submit Security Programme for approval of DG, BCAS. I/We will appoint professional security trained person of appropriate seniority as per BCAS and will follow all changes in BCAS regulations as time to time. If, I/We fail or unable to arrange security clearances in time i.e., before starting contract, I/We will not object if AAI terminate contract and penalise us.

(Signature of the Contractor with seal)

PRE CONTRACT INTEGRITY PACT

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 Bhavan, 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” (TI) 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-contract 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. 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.
 - 3.2 (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.
 - 3.3 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.
 - 3.4 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.
 - 3.5 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.
 - 3.6 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.

- 3.7 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.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt Practice, unfair means and illegal activities.
- 3.9 The Bidder / Contactor 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.
- 3.10 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)
- 3.11 The Bidder/Contactor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contactor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 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.
- 3.14 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.
- 3.15 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 BIDDER 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 subcontractor(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 an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.
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 L1 BIDDER. 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 along with 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.
- 8.10 A person signing integrity Pact shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

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 be 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 _____

Buyer	BIDDER
Name of the Officer Designation	CHIEF EXECUTIVE OFFICER
Deptt./Ministry/PSU	
Witness	Witness
1. _____	1. _____
2. _____	2. _____

**CHECK LIST
PQ/TECHNICAL BID PROFORMA**

Name of the work: Job contract for providing Bird/Animal Scaring and allied services in the operational area of Chennai Airport		
PARTICULARS TO BE FILLED BY THE FIRM		
1	Name of the Agency / Firm	
1.1	Address	
1.2	Organization ID	
1.3	Mobile No. / Tel. No.	
1.4	e-mail address	
2.	Qualifying Requirements of Contractors/Tenderers	
Refer Notice Inviting e-Tender Para 1 B(i) – (For the qualifying work)		
2.1	a. Work No. 1	
2.1.1	Name of Work:	
2.1.2	Name of the organization/ department where work has been executed:	
2.1.3	Completion cost (in INR):	
2.1.4	Date of Start:	
2.1.5	Date of Completion (Stipulated):	
2.1.6	Date of Completion (Actual):	
2.2	b. Work No. 2	
2.2.1	Name of Work:	
2.2.2	Name of the organization/ department where work has been executed:	
2.2.3	Completion cost (in INR):	
2.2.4	Date of Start:	
2.2.5	Date of Completion (Stipulated):	
2.2.6	Date of Completion (Actual):	
2.3	c. Work No. 3	
2.3.1	Name of Work:	
2.3.2	Name of the organization/ department where work has been executed:	

2.3.3	Completion cost (in INR):	
2.3.4	Date of Start:	
2.3.5	Date of Completion (Stipulated):	
2.3.6	Date of Completion (Actual):	
3	Tax Deduction at Source (TDS) Certificates along with a certificate issued by registered Charter Accountant if completion certificate is from Non-Government/ Non-PSU Organizations.	
3.1	Annual Financial Turnover Refer Notice Inviting e-Tender Para 1 B(ii)	
3.1.1	Year 2021-22	
3.1.2	Year 2022-23	
3.1.3	Year 2023-24	
4.	Technical Bid	
4.1	Proof for offline payment of EMD amount	Yes/No.
4.2	Duly Signed Un-conditional Acceptance Letter (Annexure - A)	Yes/No
4.3	Registration Certificate of the Company	Yes/No
4.4	Permanent Account Number (PAN)	Yes/No
4.5	GST Registration Number.	Yes/No
4.6	Undertaking regarding Debarment / Blacklisting (Annexure – B)	Yes/No
4.7	Affidavit for payment of Minimum Wages (Annexure – C)	Yes/No
4.8	ESI & EPF Registration Certificate	Yes/No
4.9	Copy of Board Resolution Regarding Authority to assign Power of Authority in case of the companies other than propriety firm.	Yes/No
4.10	Authorisation Letter/Power of Attorney by Proprietary firm, if the bid is processed by a person other than Proprietor.	Yes/No
4.11	Abridged balance sheet along with Profit & Loss Account Statement for the last three financial years	Yes/No

	(i.e. 2021-22, 2022-23, 2023-24) with UDIN attested by Chartered Accountant.	
4.12	Net worth Certificate issued by Chartered Accountant	Yes/No
4.13	Award Letter / Work Order / Work Contract Agreement along with its satisfactory completion certificate for qualifying work as mentioned in Notice Inviting Tender Para 1 B(i)	Yes/No
4.14	Declaration for Security Clearance	Yes/No
4.15	Complete set of AAI Custom Bid Document duly signed by the Bidder	Yes/No
4.16	Pre – Contract Integrity Pact (Annexure – E)	Yes/No
4.17	PQ Proforma (Annexure - F) with Duly Signed Declaration	Yes/No
4.18	MSME Declaration/Affidavit (Annexure - G) if applicable	Yes/No
4.19	Bank details of Bidder for E-Payment (Annexure – H)	Yes/No
5.	Financial Bid	
5.1	Financial bid through GeM portal	Yes/No
5.2	Break up of rates quoted in GeM Portal (Annexure – J)	Yes/No

DECLARATION:

I, (_____) hereby declare that the documents submitted/ enclosed are true and correct. In case any document at any stage found fake/ incorrect, I shall be suspended from Bidding in AAI Tenders for 01 Year & action as deemed fit by AAI can be taken against me.

Place:

Date:

Signature
Authorised Signatory of the Contractor/ Firm

Note: If any of the supporting documents is submitted in any language other than English, a self-attested English Version shall be submitted with the respective document, however as mentioned all the documents duly self-attested shall be submitted.

ANNEXURE - G

(To be submitted in Non-Judicial Stamp Paper value of Rs.100/-)

DECLARATION (For MSE Units only)

I, _____ on behalf of M/s. _____ in the capacity of _____
(Position) hereby declare that

1. Our MSE Unit(s) is/ are availing benefits extended by MSME, Government of India to Micro and Small Enterprises (MSEs) for the work of "Job contract for providing Bird/Animal scaring and allied services in the operational area of Chennai Airport".

2. Our MSE Unit(s) has/ have not been awarded any work /supply under MSME benefit during the current financial year.

OR

Our MSE Unit(s) has/ have been awarded work/ supply for a total value of Rs. _____ (Rupees _____ only) under MSME benefits as on date and same work(s)/ Supply is/ are "In hand(Progress)/ Incomplete" during the current financial year. Further we confirm that the value of work(s)/ Supply is/ are in hand (awarded under MSME benefits) during the financial year plus estimated cost of this tender has not crossed the "Monetary Limit" mentioned in NSIC certificate.

3. Our firm is participating in this tender under "MSE unit" or "OPEN BIDDER".

NOTE: Strike out the conditions in (2) & (3) whichever is not applicable. Decision on any discrepancy in this "DECLARATION" shall be at the discretion of AAI and shall be final and binding.

SIGNATURE WITH COMPANY SEAL

ATTESTED BY NOTARY PUBLIC

BANK ACCOUNT DETAILS

E-Payment Format (Cover-I)

1.	Beneficiary Name	
2.	Beneficiary Address	
3.	PAN No.	
4.	Bank A/C No.	
5.	City of Bank	
6.	Name of Bank	
7.	Branch	
8.	Address of Bank	
9.	Account Type (Saving/Current/Over Draft)	
10.	RTGS IFSC Code (Real Time Gross Settlement)	
11.	NEFT IFSC Code (Nation Electronic Fund Transfer)	

Authorized Signatory
Name of the Agency Seal

FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

WHEREAS, contractor _____(Name of contractor) (hereinafter called “the contractor”) has s u b m i t t e d 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 AAI, Chennai International Airport.
 - 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 AAI, Chennai International Airport either up to the above amount or part thereof upon receipt of their first return demand, without the AAI, Chennai International Airport having to substantiates their demand, provided that in their demand the AAI, Chennai International Airport will note that the amount claimed by them is due to them 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 AAI, Chennai International Airport, 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.

ANNEXURE – J

To be filled-up and uploaded along with Financial Bid by the Bidder

GeM Bid No. **GEM/2024/B/ 5729534**, dated 19.12.2024**Item wise Price Breakup of amount quoted in GeM portal****Name of the Agency:****Name of Work: Job Contract for providing Bird/Animal scaring and Allied services in the Operational Area of Chennai Airport**

Sl. No.	Description of Items	Unit	Quantity	Rate per Month	Total Amount
A	B	C	D	E	F = D x E
1	Deployment Bird/Animal Scarers (Un-Skilled) as per scope of work mentioned in Tender document Page no. 11 Rate Quoted shall be inclusive of fixed minimum wage component of Rs.778.00 , EPF, Uniform, Tools and PPE Expenses, service charges (Exclusive of GST)	MONTH	24		
2	Deployment of Supervisor (Semi-Skilled) as per scope of work mentioned in Tender document Page no. 11 Rate Quoted shall be inclusive of fixed minimum wage component of Rs.862.00 , EPF, Uniform, Tools and PPE Expenses, service charges (Exclusive of GST)	MONTH	24		
3	Deployment of Drivers and Clerk cum Data Analyst (Skilled) as per scope of work mentioned in Tender document Page no. 11 Rate Quoted shall be inclusive of fixed minimum wage component of Rs.948.00 , EPF ,ESI, Uniform, Tools and PPE Expenses, service charges (Exclusive of GST)	MONTH	24		
4	Deployment of One Jeep as per as per scope of work mentioned in Tender document Page no. 11	MONTH	24		
				Sub Total	
				GST 18%	
				Grand Total Including GST for 24 Months	
				Total	
In words					

Note: Item wise Price Breakup of quoted amount need to be submitted through GeM portal.

1) Bidders are required to upload "Item wise Price Breakup of quoted amount" on GeM portal as per the format. 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.

2) 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.

3) The bidders quoted rate should be inclusive of the cost of Uniform, Tools as mentioned in Tender Document, all statutory components (wage, EPF, ESI, Bonus, Service charges etc.) & all taxes (Incl. GST).

Signature of Bidder/Authorized Signatory
(With company seal/stamp)

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. _____ dated _____ 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 powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of so releasing the Bank from its such liability.

5. It shall not be necessary for AAI to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which AAI may have obtained or obtain from the Contractor at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of AAI in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.
7. Address of Regional / Controlling branch of the issuing branch of bank Guarantee is -----

In presence of: _____ Dated this ____ Day of _____

WITNESS

1. For and on behalf of (The Bank)

2. Signature _____
Name & Designation _____

Authorisation No. _____
Name & Place _____
Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India.

For and on behalf of Airports Authority of India.

Signature _____

Name _____

Designation _____

Dated _____

Note:

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____
_____ carrying on business under the name and style of _____ 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:

1.

2.

WITNESS:

1.

2.

Bank Guarantee Bond

FORM OF PERFORMANCE SECURITY (GUARANTEE)

Bank Guarantee Bond

1. In consideration of the Chairman, AAI (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between

and.....[hereinafter called the said Contractor(s)] for the work.....(herein after "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We..... (Indicate the name of the Bank) (Hereinafter referred to as "the Bank") hereby undertake to pay to the Chairman, AAI an amount not exceeding Rs..... (Rupees.....only) on demand by AAI.

2. We.....(Indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We, the said Bank, further undertake to pay to the Chairman, AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under his bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We.....(Indicate the name of the 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 agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Airport Director on behalf of AAI certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee.

5. We.....(indicate the name of the bank) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against in the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said contractor(s) or for any forbearance, act of omission on

the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We..... (Indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.

8. This guarantee shall be valid upto..... Unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.....(Rupees.....only) and unless a claim in writing is lodged within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

In presence of:

Dated this _____ Day of _____

WITNESS

1

For and on behalf of (The Bank)

2

Signature_____

Name & Designation_____

Authorisation No._____

Name & Place _____

Bank's Seal _____

The above Guarantee is accepted by Airports Authority of India. For and on behalf of Airports Authority of India.

Signature_____

Name _____

Designation_____

Dated_____

Note: * Date of validity should be schedule date of completion + Six months.

ANNEXURE - N

Request letter, Transmission of Bank Guarantee cover Message to be submitted by applicant to BG Issuing banks

Date: _____

The Manager,

(Bank)

(Branch)

Sub: Inclusion of unique identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC-ICIC0000007).

Dear sir/Madam,

I/We, _____, request you to include unique identifier _____ in field 7037 of the SFMS cover messages IFN760COV (for BG issuance) and IFN767COV (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank- IFSC-ICIC0000007).

Thanking You,

(Vendor/Customer/Concessionaire)