



DEOGHAR AIRPORT LIMITED
DEOGHAR AIRPORT, JHARKHAND-814143
(OPERATION RHQ-ER)

Tender_id: 2021_AAI_99162_1

TENDER DOCUMENT

NAME OF WORK	JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARING AND ALLIED SERVICES IN THE OPERATIONAL AREA AT DEOGHAR AIRPORT.			
Estimated cost	Rs 58,53,139.00/- Including GST			
Time Period	24 Months			
Tender fee	Rs 1770/-			
S.No	Activity	Date	Time in IST	
01	Publishing/ uploading Date	24-12-2021	1200 Hrs	
02	Bid Document Download/ Sale Start Date	24-12-2021	1200 Hrs	
03	Bid Document Download/ Sale End Date	05-01-2022	1700 Hrs	
04	Clarification Start Date	24-12-2021	1300 Hrs	
05	Clarification End Date	31-12-2021	1700 Hrs	
06	Bid Submission Start Date	24-12-2021	1300 Hrs	
07	Bid Submission End Date	05-01-2022	1700 Hrs	
08	Bid Opening Date- Envelope I	07-01-2022	1100 Hrs	
09	Bid Opening Date- Envelope II	13-01-2022	1100 Hrs	

Sd/-

SM (OPS)
RHQ-ER, AAI



INDEX

NAME OF WORK: "JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARING AND ALLIED SERVICES IN THE OPERATIONAL AREA AT DEOGHAR AIRPORT "

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DEOGHAR AIRPORT 814413

Ref. No.: AAI/ER/OPS-DGM/Bird Scarer/ 157/2021

NOTICE INVITING e-TENDER (eNIT)

1. Item rate tenders are invited through the e-tendering portal <https://etenders.gov.in/eprocure/app> by Senior Manager(Operations)-ER, Airports Authority of India(AAI) For Deoghar Airport on behalf of Chairman, Deoghar Airport Limited(DAL) from the registered Firms/ Companies /specialized agencies/Contractors for the work of “**JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARING AND ALLIED SERVICES IN THE OPERATIONAL AREA AT DEOGHAR AIRPORT**” at an estimated cost of **Rs 58,53,139.00/- (Rupees Fifty-eight Lakhs Fifty-three thousand One Hundred Thirty-nine Only)** Including GST for a period of 24 months (Twenty Four) months and extendable for further One(01) Year subject to satisfactory performance of the agency and on need basis.

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

Prospective Tenderers are advised to get themselves acquainted for e-tendering participation requirements at "Guidelines for bidders", register themselves at CPP e-tendering portal, obtain 'User ID' & 'Password' and go through the 'Self Help Files' available in the Home Page after log in to the portal <https://etenders.gov.in/eprocure/app> or www.aai.aero They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their Bid/Tender. The process normally takes 03 days time. The tenderer may also take guidance from AAI/DAL Help Desk Support.

For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, and 0120-6277787. International Bidders are requested to prefix 91 as country code.

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel: 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

For any Policy related matter / Clarifications Please contact Dept of Expenditure, Ministry of Finance.

E-Mail: cppp-doe@nic.in

For any technical Issues / Clarifications relating to the publishing and submission of AAI tender(s)

- a. In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <https://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on

issues related to the use of Central Public Procurement Portal(CPPP).

- b. Before submitting queries, bidders are requested to follow the instructions given in “**Guidelines to Bidders**” and get their computer system configured according to the recommended settings as specified in the portal at “**System Settings for CPPP**”.

In case of any technical issues faced, the escalation matrix is as mentioned below:

SL. No.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1.	Technical Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512	0800-2000 Hrs. (MON - SAT)
2.	Sh. Sanjeev Kumar,Sr. Mgr.(IT)	After 4 Hrs. of Issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
3	Sh. Dharmendra Kumar Jt.GM(IT)	After 12 Hrs.	dkumar@aai.aero	011-24632950 Ext. 3527	0930-1800 Hrs. (MON-FRI)
5.	General Manager(IT)	After 03 Days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)

***The Helpdesk services shall remain closed on all Govt. Gazetted Holidays.**

The above-mentioned help desk numbers are intended only for queries related to the issues one-procurement portal and help needed on the operation of the portal. **For queries related to the tenders published on the portal, bidders are advised to contact concerned Bid Manager of AAI.**

Tender fee of **Rs 1770/-** (Rs. 1500/- +Rs. 270/-) incl. GST will be required to be paid by way of online payment through CPP Portal. **Last date and time of sale of tender document is 05-01-2022.**

Declaration against EMD as per Annexure-D, to be submitted in company's letter head along with tender.

2. Following two envelopes shall be submitted through on-line at e-portal by the bidder. Last date and time of submission of bids (Envelope I & II) is **05-01-2022 Upto 1700 hrs.**

Envelope-I: - Technical Bid (Containing the following documents): -

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

Qualifying requirements of contractors / firms

- i) Agency specialized in the similar nature of work (Similar nature of work means , providing services for bird and animal scaring manpower supply and allied

service.) and registered with Registrar of Companies/Firms/ Central Govt. /State Govt. as the case may be

ii) Should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered, however predetermined phasing of the work will be accepted) three works, each of **Rs.23,41,256/-** or two works, each of **Rs.29,26,570/-** or one work of **Rs.46,82,511/-** in single contract of similar nature of work during last seven years ending on **31st Oct 2021** of submission of bids in India. 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. **Firms showing work experience certificate from non-government/non-PSU organizations should submit copy of tax deduction at sources certificate in support of their claim for having experience of stipulated value of work.**

iii) Should have annualized average financial turnover of **Rs.17,55,942/-** against works executed during last three years ending **31st March 2021** of the previous financial year. As a proof, copy of Abridged Balance Sheet along with Profit and Loss Account Statement of the firm should be submitted along with the application. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected.

iv) Should have Permanent Account Number (PAN)

v) Should have EPF registration number.

vi) Should have ESI registration number.

vii) The firm should possess a valid licence for six shot / sure shot launcher and possess a valid licence for procuring and storing of crackers and cartridges. A firm not having valid License shall also be allowed to participate in the tender provided it submits an undertaking on Rs100/- stamp paper that it shall purchase and acquire this licence in its own name within fifteen days of issue of work order or submit an undertaking to use this license in others name with explicit authorisation in writing. This undertaking will be submitted along with the application. If the agency unable to provide a valid licence for six shot launcher and possess a valid licence for procuring and storing of crackers and cartridges within 15 days of issue of work order, the contract shall be liable to be terminated.

viii) The firm should also own or possess devices 05 Nos. of Electronically Operated Zon Guns, 01 No of Vehicle mounted electronic bird scaring audio device (flock away) and 01 No of Six Shot Launcher for Bird/Animals scaring, 1 No. of Operational Vehicle (Bolero/ Scorpio/Thar like vehicle not less than 1400CC). The quality of these devices shall be approved by DAL/AAI, before commencement of work.

ix) Firms, who do not possess above devices, may also, participate in the tender provided they undertake to give declaration on Non-Judicial stamp paper of Rs.

100/- duly attested by Notary Public indicating that procurement of these items for use in the operational area of Deoghar Airport shall be completed within 15 days of issue of work order.

x) All the agencies willing to participate in this Tender are required to give declaration on Non-Judicial stamp paper of Rs. 100/- duly attested by Notary Public indicating.

a) Liability of payment of disputed / undisputed dues to DAL/AAI.

b) That they are not debarred / black listed by any of the agencies including AAI, Central Govt., State Govt., Central PSUs, State PSUs, or any other organization, etc..

c) That they are not facing action under PPE act with AAI/DAL.

Submission of EMD through E-Tender Portal:-

Bidder to submit EMD Declaration as per Annexure D

Envelope - I: - Technical Bid containing scanned copy of Unconditional Acceptance of DAL's Tender Conditions .

- i. Registration Certificate of the Company.
- ii. Proof of the Tender fees.
- iii. Attested copy of experience certificates for completed work / ongoing work issued by the organization where work has been performed shall be acceptable.
- iv. Proof of owning of equipment or declaration on Non-Judicial stamp paper of Rs. 100/- duly attested by Notary Public indicating that of these for use in the operational area of Deoghar Airport shall be completed within 15 days of issue of work order.
- v. Proof of Valid License *of the equipment* or undertaking on Rs100/- stamp paper that firm shall purchase and acquire this licence in its own name within fifteen days of issue of work order or submit an undertaking to use this license in others name with explicit authorisation in writing.
- vi. PAN Card Details
- vii. Turn Over Certificate
- viii. Balance Sheet showing Profit & Loss for the last three years.
- ix. Scanned Copy of the EMD
- x. Scanned Copy of the Affidavit on Stamp paper of Rs100/- duly attested by Notary Public for non- black listing of contractor, Liability of payment of disputed / undisputed dues to AAI/DAL, and firm not facing action under PPE act with AAI/DAL.
- xi. Scanned Copy of the Unconditional Acceptance of the AAI Contract Conditions.
- xii. Scanned Copy of EPF, GST and ESI registration number.

Documents for the technical bid (up loaded by the contractor / firms) shall be opened on **04-01-2022 at 1100 hrs** the intimation regarding acceptance / rejection of their bids will be intimated to the contractor/s firms through e-tendering portal.

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

Envelope II: - The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be opened on **04-01-2022 at 1100 hrs.** (Depending on Technical Bid evaluation any changes in the date shall be intimated through CPP portal).

1. DAL reserves the right to accept or reject any or all applications without assigning any reasons. DAL also reserves the right to call off tender process at any stage without assigning any reason.
2. DAL reserve the right to disallow issue of tender documents to working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter or restrain / Temporary / Permanent debar by any department of DAL. **DAL reserve the right to verify the credential submitted by the agency at any stage (before or after the award of work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then DAL shall take the following action :**
 - a) **The agency shall be liable for debarment from tendering in AAI, DAL, apart from any other appropriate contractual / legal action.**
3. Consortium / JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
4. Purchase preference to Central Public Sector Undertaking shall be applicable as per the directive of Govt. of India prevalent on the date of acceptance.
5. **If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors / Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI/DAL and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI/DAL tenders.**

SM(Ops)

RHQ-ER, AAI

For and on behalf of Chairman, DAL

GUIDELINES TO TENDERERS

1. Sealed Item rate e-Tenders are invited through e-tendering portal(CPP) on behalf of the Chairman, Deochar Airport Limited for the work "**Job contract for providing Bird, Animal Scaring and Allied Services at Deochar Airport, Jharkhand**". The estimated cost of the work is **Rs 58,53,139.00/- Excluding GST** for the period of **24 (Twenty-four Months)** from the date of start of work and extendable for further One (01) Year subject to satisfactory performance of the agency and on need basis
2. The Tenders shall be in the prescribed Form.
3. Not more than one Tender shall be submitted by a contractor or by a firm of contractors. No two or more concerns in which an individual is interested, as Proprietor and/or partner shall tender for the execution of the same works. If they do so, all such Tenders shall be liable to be rejected.
4. The Accepting Authority shall be Jt.GM (Ops)-ER, Airports Authority of India.
5. In the event of the tender being submitted by a firm, it must be signed separately by each partner there of or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so. Such power of attorney to be uploaded with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
6. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the ground and subsoil(so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require, working conditions including space for stacking of materials, installation of T&P, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labors etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other Circumstances which may influence or effect their Tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any mis-understanding or otherwise shall be allowed.
8. Submission of a Tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the works to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by Deochar Airport Limited, local conditions, local material rates and other factors bearing on the execution of the works.
9. As this tender is an Item rate Tender, rates for all items quoted shall only be considered. Any Tender containing percentage below/above the total estimated cost is liable to be rejected. Tenderers which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including

conditional rebates will be summarily rejected.

- i) Furnishing of Security Deposit / BG in favour of DAL for an amount equivalent to 10% of the total value of the contract amount within 10 days of the receipt of the letter awarding the contract. In works where condition of submission of Performance Guarantee is not applicable, the security deposit @ 10% of the **tendered value** shall be deducted. The Security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. Security deposit will also be accepted in form of Fixed Deposit Receipts / Guarantee Bonds of Nationalized Bank or any Scheduled Bank but not co-operative or Gramin Bank in accordance with the prescribed form, provided confirmatory advice is enclosed.
 - ii) Execution of the agreement within 10 days of the receipt of the letter awarding the contract.
 - iii) Undertaking the work within 10 days of the receipt of the letter awarding the contract.
 - iv) Not procuring and producing before Officer in Charge DAL, at least Five nos. of Zon Gun , Six shot launcher, 6MM blanks , Bird scaring bangers/ whistlers , Vehicle mounted electronic bird scaring audio device (Flock away) , Cracker Nazi , and Shirt, pant, sweater, sockes,, raincoat, gum boot, 1 No. of Operational Vehicle (Bolero/ Scorpio/Thar like vehicle not less than 1400CC), retro-reflective/High visibility jackets to manpower(as mentioned in Annexure-C) as per approved quality of DAL within 15 days receipt of work order.
 - v) Not able to procure Licence for procuring of One nos. of Six Shot Launcher and storing crackers and cartridge, and proof of procuring Five Zone Gun, and one bird scaring bangers/whistlers acceptable to DAL/AAI standards.
10. Notification of Award of contract will be made in writing to the successful bidder by the Accepting Authority or his representative. The contract will normally be awarded to the qualified and responsive Bidder offering lowest evaluated bid in conformity with the requirements of the specifications and contract documents and the Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any tender or to give any reason for his decision. A **responsive bidder** is one who submits priced Tender and accepts all terms and conditions of the specifications and contract documents. A Tenderer shall submit a responsive bid, failing which his Tender will be liable to be rejected.
 11. 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.

12. Canvassing in connection with Tenders is strictly prohibited and the Tenders submitted by the Tenderers who resort to canvassing will be liable to be rejected.
13. The Tenderer shall not be permitted to tender for works in AAI/DAL, responsible for award and execution of contracts, in which his near relative is posted as Managerial post of (Finance & Accounts) or Sr. Officer or as an officer in any capacity in AAI/DAL. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any officer in AAI/DAL. Any breach of this condition by the contractor would render him liable to be debarred from Tendering for next 2 years. The term NEAR RELATIVE means spouse / children / parents / grandparents / brothers/ sisters / uncles / aunts / blood relation/ cousins and their corresponding in-laws.
14. The contractor shall give a list of AAI/DAL employees related to him.
15. No officer of Gazetted rank or other Gazetted Officer employed in Airports Authority of India/Govt. of India/DAL is allowed to work as a contractor for a period of two years of his retirement from Airports Authority of India/Government service/DAL, without the previous permission of Airports Authority of India/Govt. of India/DAL. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Airports Authority of India/Govt. of India/DAL as afore said be for e-submission of the Tender or engagement in the contractor's service.
16. The Tender for the work shall remain open for acceptance for a period of **ninety days** from the date of opening of Financial Bid. If any Tenderer withdraws his Tender before the said period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Department, then Airports Authority of India/Deoghar Airport Limited shall without prejudice to any other right or remedy, be at liberty to Debar the firm for minimum three years to tender for AAI/DAL in any name/style.
17. On acceptance of the Tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from Airport Director, Deoghar shall be communicated to the Airport Director, Deoghar.
18. A tenderer shall submit the tender which satisfies each and every condition laid down in this notice failing which the Tender will be liable to be rejected. Also, if the credential submitted by the firm found to be incorrect or have some discrepancy which disqualifies the firm then the AAI/DAL shall take the following action:
 - a) Debar the firm for minimum three years to tender for AAI/DAL in any name/style.

19. Sales Tax / purchase tax/VAT/turn over tax/work contract tax(except GST)/ Excise or any other duty levied by Custom Authorities in respect of import of any materials or any other tax on material, labour, services or contract in respect of this work contract including payment to local/ Govt./ Statutory authorities shall be payable by the contractor and Airports Authority of India / Deoghar Airport Limited will not entertain any claim whatsoever in this respect. Nothing extra will be paid by AAI/DAL in this respect.

20. a) The rates quoted shall be in Indian Rupees only and inclusive of all taxes and duties, whatsoever if any, work contract tax, applicable customs duty in case of imported items, labour, tools & plants, packing freight / transportation of items from factory up to the installation site & insurance up to the site, loading, unloading and hoisting arrangement for installation, fee(s) for testing, inspection documents including the fee(s) payable for obtaining statutory license / approval etc. from concerned department but excluding GST. GST as applicable will be reimbursed on final quoted monthly rate upon production of documentary evidence.

b) The quoted rate should not include statutory labour components of PF, ESI and Bonus as per the prevalent Govt. guidelines. All such payment will be reimbursed on production of documentary evidence/ proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities. Any additional statutory taxes by state govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the in-charge”.

c)The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of AAI/DAL and /or Officer-In-Charge and further shall furnish such other information/document as the Officer -In-Charge may require from time to time.

21. The site for the work shall be made available.

22. **MODE OF SUBMISSION OF TENDERS:**

The Financial e-Bid shall be submitted in 'Items' section of e-tendering portal. Once the contractor has uploaded/submitted the unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark(s)/ conditions(s) in / along with the Tender Document.

In case, the condition 22 above is found violated, the tender shall be rejected.

23. This notice of Tender shall form part of the contract documents. The successful Tenderer/contractor, on acceptance of his Tender by the Accepting Authority, shall within 15-days from the date of award of work sign the contract consisting of Notice inviting Tenders, General conditions of contract, special condition, General and particular specifications, Tender conditions as issue date the time of

invitation of Tender and acceptance thereof with any correspondence leading thereto.

24. PURCHASE PREFERENCE TO PUBLIC ENTERPRISES

The Accepting Authority reserves to himself the right to allow to the public enterprises purchase preference facilities as admissible under the existing policy on the date of opening of tender.

For and on behalf of
Deoghar Airport Limited

Sd/-

Designation
SM (Ops)-ER, AAI
Date:

Deoghar Airport Limited
Item Rate Tender & Contract for Work

Tender for the work of “Job contract for providing Bird, Animal Scaring and Allied Services at Deoghar Airport”.

(A) Tender to be uploaded/submission up to **02-01-2022** on CPP e-Tender Portal.

(B) Technical Bid (Envelope I) shall be open on 04-01-2022.

(c) Financial Bid (Envelope II) shall be open on 10-01-2022.

TENDER

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

I/We hereby tender for the execution of the work specified for the Deoghar Airport Limited within the time specified in Tender, viz. schedule of quantities and in accordance in all respects with the Rules and Directions and Guideline to Tenderer ,GCC, SCC, the Conditions of contract and with such material as are provided for, by and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Ninety (90)days** from the date of opening of financial bid and not to make any modifications in its terms and conditions.

Further, if I/We fail to commence work as specified, I/We agree that AAI /DAL or his successors in Office shall without prejudice to any other right or remedy available in law, beat liberty to forfeit the said earnest money absolutely, otherwise Performance Guarantee/ Security Deposit shall be retained by AAI towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to the rein and to carry out such deviations as may be ordered, up to maximum period 90 days. Further, I/We agree that in case of forfeiture of Performance Guarantee/Security Deposit as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

“I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of DAL/AAI, then I/We shall be debarred for tendering in DAL/AAI in future forever. Also, if such violation comes to the notice of DAL/AAI before date of start of work, the Officer-in-Charge shall be free to forfeit the entire amount of Security Deposit.”

I/We here by declare that, I/We shall treat the tender documents and other records

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

Signature of the Contractor

Postal Address

(UNCONDITIONAL ACCEPTANCE LETTER)

Annexure-01

The SM (Ops),
AAI, RHQ-ER
Kolkata

Date:

Name of work :Job contract for providing Bird, Animal Scaring and Allied Services at Deoghar Airport

Sir,

ACCEPTANCE OF AAI TENDER CONDITIONS

Sir,

1. The tender document for the above work have been sold to me/us by Deoghar Airport Limited and I/We hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender documents made available to me/us through CPP which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept(s)the tender conditions of DAL's tender documents in its entirety for the above work.
3. The Contents of Clause 27 of Guidelines to tenderer of the tender documents has been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remark (s)/conditions(s) (except unconditional rebate on quoted rates if any) in/along with the tender document and the same has been followed in the present case. In case , this provisions of the tender if found violated after opening of tender, I/We agree that the tender shall be rejected and DAL shall without prejudice to any other right or remedy be at liberty to forfeit the 100% of Security Deposit/Performance Guarantee.
4. That, I/We declare that I/We have not paid and will not pay any bribe to any officer to any officer of DAL/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 DAL/AAI asks for bribe/gratification, I will immediately report it to the appropriate Authority in DAL/AAI.
5. The required earnest money Declaration as specified in Guideline to the Tenderer of Tender Documents for this work has already been submitted and the scanned copy of EMD is attached herewith.

Yours faithfully,

**(Signature of the
Contractor/firm) With Rubber Stamp**

*To be submitted on the letter head of the Firm by Tenderer

AFFIDAVIT

I.....(Name), aged..... years, s/o (Name), Proprietor/ Managing Partner/ Managing Director of (Name of the Agency) do here by 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.....Year.

Place: Date:

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

GENERAL CONDITIONS OF CONTRACT

1. The work in general shall be carried out to the satisfaction of DAL.
2. As the site of the work is in the restricted area, the contractor is required to obtain Aerodrome Entry Permit(AEP) for his staff, to be issued by the Bureau of Civil Aviation Security (BCAS), through DAL/AAI. Police verification certificates are to be obtained for all the staff to be deployed by him under this contract. Any other formalities as applicable / enforced from time to time shall be complied with at no extra cost. No claim what so ever on this shall be allowed? Incidental expenses incurred towards AEP shall be borne by the contractor.
3. The work shall be carried out in the manner complying in all respects with the requirements of relevant byelaws of the local body under the jurisdiction of the work which the work is to be executed and nothing extra shall be paid on this account.
4. The Contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges, which may be liable.
5. No assistance of any kind shall be made available by the department for the purchase of equipment, spare parts or materials of any kind or any other items required to be carried out in execution of work.
6. Payment will be made in Indian currency only for the executed work.
7. The Contractor shall execute his work in such a manner that no damage is made to the existing structure.
8. The Contractor shall provide adequate number of crackers for Bird Hazard Control. At no point of time bird chasers shall have inadequate crackers for bird scaring.
9. The Contractor shall be responsible for the watch and ward of the material provided by him against pilferage and breakage during the period of the Contract and thereafter till the work is physically handed over to the department, if any normal wear and tear is noticed the same shall be repaired at the cost of Contractor, and the amounts quantified by DAL/AAI towards the same shall be final and binding.
10. Samples of all materials required for execution of the work shall be got approved from the Officer-in-Charge. All the materials and articles brought by the contractor to the site for use shall conform to the samples approved by the Officer-in-Charge designated by Airport Director.
11. The work is required to be executed in the Operational area of Airport, where both speed and quality of execution are to be maintained by the Contractor.

12. The Contractor shall at their sole cost and expenses furnish and provide for rendering services covered by this agreement to the entire satisfaction of Officer-in-Charge. The work shall be carried out on all days (365 days of a year).
13. DAL/Airports Authority of India shall not be responsible for any loss of material used by the contractor at site.
14. If at any time the work of conduct of any worker is found unsatisfactory by DAL, such persons shall be removed by the Contractor immediately with suitable substitute.
15. The Contractor shall attend to any complaints received in connection with the services immediately. Any failure will attract penalty.
16. **UNIFORMS:** The Contractor shall provide uniform with company name and logo (if any) to the staff to be employed by him, as per the pattern and design approved by DAL/Airports Authority of India for easy identification in operational area. Retro-reflective/High visibility colored Jacket, Shoes, Raincoat and Gum Boot (for monsoon) shall mandatory be made available for the period of proposed contract.
17. The In-Charge or an officer nominated/authorized by DAL/AAI shall discuss with the Supervisor of the Contractor/Contractor at the premises of DAL for any failure of service or any ancillary issue relating to this work. Similarly, the authorized supervisor of the Contractor when required shall be required to submit details of the work executed and other matters concerning the above work to the In Charge or to the officer nominated by Deoghar Airport limited.
18. The Contractor has to ensure that the services are not disturbed either due to absenteeism or due to willful act of his staff. Maximum care and precautions shall be taken to avoid any system break down. In case work force deployed by the contractor resort to any kind of industrial action, the contractor shall arrange to deploy alternate work force of sufficient strength and equipment(s) with competence to maintain the normal operations.
19. That for carrying out the said activity the contractor shall be paid per month. The contractor is required to submit his bill on or before 10th of each successive month and after verification his bill shall be cleared by the DAL authorities.
20. That except the amount of contract mentioned, the Contractor shall not be entitled to any other consideration or remuneration or allowances or benefits in cash or in kind for the services provided by the Contractor.

21. DAL/AAI will have the right to recover the damages/losses at its discretion, terminate the contract in part or full and get it executed through some other agency, at contractor's risks and costs, in the event of non-performance, non-fulfillment of contractual terms or breach of contract, namely but not limited to :
 - 1 If the contractor fails or neglects to execute the work and/or,
 - 2 If the progress of the work is not satisfactory and/or,
 - 3 Non-fulfillment of any of the terms and conditions of the contract.
22. If the contractor does not deploy adequate manpower for the services stipulated under the contract, DAL will have the right to employ people from any alternate source and recover the extra cost incurred from any of contractor's bill/s or Security Deposit. DAL reserves the right to terminate the contract by issuing a written notice period of 30 days without assigning any reasons and without payment of compensation. The decision of DAL in this regard, shall be final and binding to the contractor.
23. The contractor is not appointed as an exclusive party for this job and DAL reserves the right to appoint one or more agencies.
24. The Contractor, his employees and agents shall be entitled to use all ways, paths and passages as may from time to time be maintained on the said airport / aerodrome / landing ground subject to such rules and regulations as may be imposed by the Authorities of the airport / aerodrome / landing grounds.
25. The Contractor performing the covenants herein contained and, on his part, to be performed, shall and may peaceably possess and enjoy the premises with use of the ways, paths and passages as aforesaid during the said terms, without any lawful interruption from or by the Authority or any person claiming under the Authority.
26. The DAL/AAI shall have the right to terminate the contract without assigning any reason with a written notice of thirty days. Such notices shall be served by registered post/email or by hand, at the respective address. The contractor shall continue to provide the services required in the contract for further 90 days or till new tender is awarded, whichever is earlier.
27. Any notice required to be served on the Contractor under this agreement shall be deemed to have been served if delivered at or sent by registered post to his last known address or to his authorized representative or agent. Similarly, any notice to be given to the authority under this agreement shall be deemed to have been served if delivered at or sent by registered post to the Authority.

- 28 The period of notice given under this agreement will count from the date of receipt of notice by either side.
- 29 Subject as herein before otherwise provided all notices to be given on behalf of the Authority and all other actions to be taken on behalf of the Authority may be given or taken on behalf of the Authority by the Airport Director or any other officer for the time being authorized by or entrusted with functions, duties and powers of the Airport Director in respect of Airport under his charge.
30. The Contractor shall not, unless with the written consent of the Authority, create a sub-contract of any description with regard to this license or any part thereof, nor shall he, witness such written consent as aforesaid or transfer this contract or any part thereof.
31. The Contractor shall comply with the requirements of all standard Health Clauses including those given below :-
- i) The Contractor shall notify to Airport Director whenever any person working under him is suffering or suspected to be suffering or convalescing from any infectious disease. The Airport Director may direct for medical examination of such person or any person who is suspected to have been in contact with the person by any authorized Medical Attendant of the airport and take any precautionary and preventive measures considered necessary. The expense towards medical examination has to be borne by the contractor.
 - i) The Contractor, his agents and worker shall not abuse the water sources and drainage facilities provided in the airport area so as to create nuisance or in sanitary situation, prejudicial to the public health.
 - ii) The Contractor, his agents and worker shall not throw any waste like plastic bottles, gutkka covers or any other eatables in the airport premises.
32. The Contractor shall employ only such worker as shall have good character and be well behaved and skillful in their business. He shall furnish the Authority in writing with the names, photographs (3 copies), parentage, age, residence and specimen signature or thumb impression of all employees who he proposes to employ. The workers employed by him shall be under the general discipline of the Authority and shall confirm to such directions as may be issued by the Authority in respect of points or routes of entry and exit from the premises. He shall also have the character of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.
33. The Contractor will during the continuance of this contract insure against any claims for workman's compensation or otherwise of all persons employed by him in connection with his business to be carried on as aforesaid with such Insurance company as the Authority shall approve of and shall produce for inspection on demand by Authority all policies in respect thereof and the receipts from time to time for current premium. He shall pay employees at least minimum wages etc., as prescribed by Central / State Government from time to time.

34. In the case of such breach of terms of this contract as minor offences and complaints coming to its notice for which in the opinion of the Authority this agreement may not be terminated, the Authority may at its discretion recover compensation from the Contractor up to the limit of security deposit of the contract. The decision of the Authority in this respect will be final and binding on the Contractor.
35. The Contractor shall at all times indemnify DAL/AAI against all claims, damages or compensation under the provisions of Payment of 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 thereunder 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, save and except where such accident or injury has resulted from any act of AAI, his agents or employees, 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 and 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.
36. The contractor shall be responsible for all matters arising out of the performance of the contract and shall comply and adhere to, at their expense with all laws/act/ enactment / orders / regulations / statutory obligations, whatsoever of the Government of India / State Government / Local Self Government, any statutory or non-statutory authority. The contractor shall indemnify and keep indemnified and save DAL/AAI harmless against all liabilities in this respect. The contractor shall be fully responsible for the work, conduct, supervision and control of all their own personnel and DAL shall in no way be held liable and responsible for supervision, control, etc. of these personnel. Since the contractor shall have full and exclusive supervision and control over contract awarded to them and the persons engaged for the purpose under this contract, the contractor shall be responsible and liable under the provisions of civil and criminal laws etc for their work, behavior and Industrial Relation problems and DAL/AAI shall have no responsibility whatsoever on this account.
37. In the event of any breach of the terms and conditions and duties to be performed by the Contractor, the Authority may without prejudice to other rights and remedies be entitled to forfeit the security or any part thereof and in such an event he shall pay such additional sum immediately as may be called by the Authority to pay so that the Security Deposit shall at all times during the continuance of this contract, be the above said sum. On the expiration or earlier determination of the term of the contract, the Authority shall return the Security Deposit or part thereof which has not been forfeited as aforesaid to him without interest.
38. If the Contractor shall at any time fail or neglect to perform and observe any of the terms and conditions and covenants herein contained and on his part to be observed and

performed or in the event of his being adjudged insolvent or any order appointing a Receiver is made under the Insolvency Act against him, then and in any such case, the Authority may without prejudice to other rights and remedies by giving fifteen days notice in writing to the contractor terminate this agreement and the contractor shall upon such determination peacefully give up the contract and make over vacant possession of any premises made over to him for carrying on his business/service without any right to compensation whatsoever and thereupon this agreement shall absolutely determine without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach of terms, conditions and covenants by him.

39. This contract may be terminated by the Authority by giving one calendar month's (30 days) notice in writing given at any time without assigning any reason. If this agreement is so terminated all the structures, installations, equipments and all other things whatsoever brought by the contractor shall be removed by the contractor and the premises shall be delivered up to the Authority without claiming any compensation whatsoever provided that the Authority shall have the absolute option of purchasing the said structures or installations on the said space or any part of them at a valuation to be agreed between the Authority and the licensee and in case of disagreement to be fixed by arbitration as provided in this agreement.
40. If the Contractor is an individual or a proprietary concern and the individual or proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representative of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Accepting Authority shall be entitled to cancel the Contract as to its incomplete part without DAL being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation DAL shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable in damages for not completing the Contract.
41. The contract hereby granted shall not be construed in any way as giving or creating any other right or interest in the said space building(s) / land / garden / tank / premises to or in favour of the contractor but shall be construed to be only as a contract on terms and conditions herein contained.
43. The tenderer shall acquaint himself with the proposed site of work, its approach roads, working space available before quoting his rates.
44. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the DAL and if any kind of such litigation arises then Contractor shall be liable to borne for the expenses and result of such litigation.

45. The Contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants and to the public in general and to prevent any damage to such properties. He shall make good, at his cost and to the satisfaction of the Officer – In- Charge, any damage to DAL property or public or private property whatsoever caused thereon by the contractor.
46. No inflammable materials shall generally be allowed to be stored at site. However reasonable quantity may be permitted for storage subject to the compliance of all rules & instructions issued by the competent authorities and as per the direction of Officer-in-Charge.
47. In the event of any restrictions being imposed by the Security Agency, DAL or any other authority having jurisdiction in the area on the working or movement of labour / material, the Contractor shall follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to make up by generating additional resources etc.
48. No payment shall be made for any damage caused by rain, flood or any other natural calamity, whatsoever, during the execution of the work. The contractor shall be fully responsible for any damage to the Government property and in case of any damage he shall make good the same at his own cost.
49. **PAYMENTS:** Monthly running payments will be made in the following month after deducting applicable taxes, 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. The payment will be made for manpower, equipment, consumables and services on proportionate basis as per the work carried by the contractor as per management requirement.
50. The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act,1952 amended from time to time and rules framed there-under wherever applicable. Some of the provisions are given below:
 - a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner after award of work and shall continue to have valid PF Account Code No. Till actual completion of the contract.
 - b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No.
 - c) The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC in respect of Workers engaged in contract work for the previous month.
 - d) The contractor shall provide copies of PF challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.

DAL reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates.

To withhold 3% of the total amount of work done during the period considered.

- (e) EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.
- (f) ESI amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

51. If after submission of the tender, the minimum wages of labour increases as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in sales tax/ VAT) beyond the wages prevailing at the time of last stipulated date for receipt of the tenders including extensions, if any, for the work, during contract period including the justified period extended, then the amount of the contract shall accordingly be varied and provided further that any such increase shall be limited to the wages prevailing at the time of stipulated date of completion or as prevailing for the period under consideration, which ever is less.

If after submission of the tender, the minimum wages of labour as prevailing at the time of last stipulated date of receipt of tender including extensions, if any, is decreased as a direct result of the coming into force of any fresh law or statutory rule or order (but not due to any changes in sale tax/VAT). Authority shall in respect of labour engaged on the execution of the work after the date of coming into force of such law, statutory rule or order be entitled to deduct from the dues of the contractor, such amount as shall be equivalent to the difference between the prices of the wages as prevailed at the time of the last stipulated date for receipt of tenders including extensions if any for the work and the prices of wages of labour on the coming into force of such law, statutory rule or order. This will be applicable for the contract period including the justified extended period.

Officer-in-charge may call books of account and other relevant documents from the contractor to satisfy himself about reasonability of increase in prices minimum wages. The contract or shall, within a reasonable time of his becoming aware of any alteration in the price of any such minimum wages of labour, give notice thereof to the Officer-in-charge stating that the same is given pursuant to this condition together with all information relating there to which he may be in position to supply.

For this purpose, only labour component engaged for the work executed during period under consideration shall be considered. The component of labour engaged against work done during that period and the increase/decrease in labour shall be considered on the minimum daily wages in rupees of any unskilled/Semiskilled worker, fixed under any law, statutory rule or order.

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

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 10

See Below
30%

**CLAUSE 10
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.

10.1 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

10.2 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.

10.3 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.

SPECIAL CONDITIONS OF THE CONTRACT & WORK SCHEDULE

The scope of work includes Bird/Animal Hazard Control inside operational area of Deoghar Airport –

- a. By providing Manpower in operational area as per tender condition.
 - b. By providing and operation of electronically operated 05 Nos. of Zone Guns with the required quantity of consumable i.e. filled LPG Cylinder or in operational area.
 - c. 1 No. of Operational Vehicle (Bolero/ Scorpio/Thar like vehicle not less than 1400CC).
 - d. By providing and operation of 01 No. of six shot launcher with required quantity of cartridges and Bangers /whistlers in operational area.
 - e. By providing and operation of Vehicle mounted electronic bird scaring audio device (Flock away) in operational area.
 - f. Chasing of animals by using appropriate/suitable method.
 - g. To remove and collect dead insects/birds/animals from operational area and dropping them in the designated garbage dumps outside airport.
 - h. Provision of required quantity of crackers as per the sample approved by DAL for scaring birds and animal.
1. This Job Contract is meant to protect aircraft from Bird and Animal Hit. During the period of contract any bird hit, or animal hit to Aircraft on the runway will be treated as contractor's failure and will invite additional penalty as per Annexure-A. The decision of DAL in this regard shall be final and binding to the parties hereto.
 2. This is a comprehensive job contract for bird, animal scaring and allied works. Minimum number of persons required must be as per the Specification of the work given in Annexure-B.
 3. **Training:** Job contract for bird, animal scaring and allied works 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 is adequately trained and a record to that effect be submitted by the contractor for verification by DAL, before deployment of personnel. The contractor shall ensure that his personnel shall use the bird and animal scaring devices only for bird/animal scaring. They shall not aim these devices at any human or aircraft. The training of contractor's personnel for use of devices shall be at the equipment supplier end. The contractor shall submit a certificate to this effect prior to commencement of work.
 4. **Bird Scarers:** Bird scaring will be done by trained bird scarers under specific instruction from ATC. The bird chasers deployed will be considered as un-skilled manpower and the supervisor will be considered as semi-skilled. The contractor will train the manpower before the start of the work. All the manpower engaged should be skilled enough to operate the equipment.

5. The contractor has to submit his bill every month for the completed period of one month with all supporting documents as required. The payment will be made (**for manpower, equipment, consumables and services**) on proportionate basis as per the work carried by the contractor as per management requirement.
6. **Removal and Disposal of Dead Birds/Insects/Animals:** Removal and disposal of Dead Birds/Insects/Animals from inside operational area shall be carried out immediately by the bird chasers and as per exigency of work.
7. **Bird Watching and Alerting:** In addition to bird/animal scaring, the job of bird/animal watching and alerting has also to be carried out. The personnel deployed by the contractor shall keep a watch on the operational area.
8. The job contract for controlling bird and animal hazard inside the operational area at Deoghar 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.
9. This job includes chasing away of dogs, jackals, any other animal etc. from inside the Airport Boundary and chase / drive away birds in the vicinity of Runway and Side Strips by operating the scaring devices as agreed in the contract, as and when required as per exigency of work.
10. The Personnel deployed by the contractor shall ensure that the birds (kites & vultures etc) and stray animals (dogs and jackals 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. The area for this purpose will be the entire length of runway, extended runway centre-line and its either sides within the boundary wall of operational area.
11. Contractor shall ensure fire protections in operational area from crackers, while sacring the birds (kites & vultures etc) and stray animals (dogs and jackals etc) in the operational area. In case of any fire observed in Operational area, contractor shall inform the Airport fire control room to cease the fire.
12. An action plan for effective bird and animal hazard control will be developed and submitted to this office.
13. A documented procedure for stock management, accounting, issue and distribution of Crackers, Cartridges to bird chasers and bird scarers on daily basis or periodic basis will be developed to avoid any misuse of Cartridges and Bird Hazard Control device etc and shall be made available to this office for record.
14. The sound produced by the Vehicle mounted electronic bird scaring audio device(flock away) engaged by the tenderer in operational area should be the provision of producing/creating of sound which should be match to the sound produce by the local birds(species) at Deoghar Airport.

15. The stock management, accounting, storing, issue and distribution of Crackers, Cartridges, to bird chasers and bird scarers on daily basis or periodic basis , the installation of equipments and items are the responsibility of the tenderer. There will not be no extra payment of the same to the tenderer.

16. The Contractor shall comply with minimum wages per worker as mandated by Labour Laws –

Order dated 23-04-2021 by GoI, Ministry of Labour & Employment, minimum wages are as follows:

1. Semi- Skilled – Operator : Rs. 505 /day
2. Unskilled – Janitors : Rs. 431 /day

Note: These rates may be abstracted from notification by state/ central Govt from time to time.

However, Contractor is encouraged to pay fair wages above the mentioned minimum rates and pay out incentives in order to ensure minimum attrition and minimal absenteeism. It is also encouraged to have an incentive plan for the employees based on individual performance and based on quality of work delivered, regularity in attendance and any other performance parameters.

17. Specifications of the crackers are as follows: -

- a. Sample-1: Sound Crackers Bursting on lighting on ground (Daily requirement 100 numbers).

ARBITRATION AND LAWS

Arbitration:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design and instruction here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contract, designs, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned herein after:

Through Dispute Resolution Committee: Any dispute as stated above shall be referred in the first place to the Dispute Resolution Committee (DRC) appointed by the Chairman Deoghar Airport limited.

- (i) If a dispute of any kind, whatsoever, arises between the procuring entity and contractor in connection with or arising out of the contract or the execution of the work, whether during the execution of the work or after their completion and whether before or after the repudiation or termination of the contract including any disagreement by either party with any action, opinion, instruction, determination, certificate or valuation of the engineer; the matter in dispute shall be in the 1st place, be referred to the Dispute Resolution Committee (DRC) appointed by the Chairman Deoghar Airport limited..
- (ii) DRC thus, constituted may act as “conciliator” and will be guided by principle of conciliation” as included in part III of Arbitration and Conciliation Act 1996. DRC should take into consideration, rights and obligation of parties, usage to trade concern and circumstances surrounding the dispute(s), including any previous business practices between parties. Efforts of DRC should be to come to an amicable settlement of outstanding disputes. If parties agree, a written settlement will be drawn out and signed by the parties. DRC will authenticate the settlement Agreement and furnish a copy to each party.
- (iii) DRC will give its’ report within 45 days of its constitution.
- (iv) It is also a term of contract that fees and other expense if payable to DRC shall be paid equally by both the parties i.e. DAL and Contractor.

Unless the contract has already been repudiated or terminated, the contractor shall, in every case, continue to proceed with the work with all due diligence.

It is also a term of contract that if the contractor does not make any demand for Dispute Resolution Committee in respect of any claim in writing within 90 (Ninety) days of receiving the intimation from the DAL that the bill is ready for payment, the claim of contractor(s) will be deemed to have been waved and absolutely barred and the DAL shall be discharged and released of all liabilities under the contract in respect of these claims.

- (v) **Adjudication through Arbitration:** -Except where the decision has become final, binding and conclusive in terms of Sub Para(i) above, disputes or differences shall be referred for adjudication through arbitration by a sole arbitrator appointed by the

Chairman Deoghar Airport limited. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is also a term of contract that If the contractor does not make any demand for appointment of Arbitrator in respect of any claim in writing within 120(One hundred Twenty) days of receiving the decision/award from Dispute resolution Committee, the claim of contractor(s) will be deemed to have been waived and absolutely barred and the DAL shall be discharged and released of all liabilities under the contract in respect of these claims.

It is term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such disputes along with the notice for appointment of arbitrator and giving reference to the rejection of their claims by the Dispute Resolution Committee.

It is also a term of this contract that no person, other than a person appointed by above mentioned appointing authority, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act,1996(26of1996) or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs.1,00,000/-,the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, If required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

Laws governing the Contract:

This contract shall be governed by the Indian Laws for the time being in force.

In case of any dispute, Ranchi would be the legal jurisdiction and will be considered as the place, where the cause of action shall be deemed to have arisen.

AGREEMENT FORM

Job Contract for Providing Bird, Animal Scaring and Allied Services in the Operational Area at Deoghar Airport, Jharkhand.

ARTICLES of agreement made at Deoghar Airport this _____ day of _____ BETWEEN Deoghar Airport limited. A Joint Venture of AAI, State Govt. of Jharkhand and DRDO having situated in the state of Jharkhand, Deoghar- 814143 hereinafter referred to as the 'Authority' which term shall include its Chairman, assigns of the one part AND _____ M/s _____ carrying on business in the name and style of _____ having its Principal Office at _____ of the other part hereinafter referred to as 'Contractor' which shall include his heirs and representatives.

NOW WHEREAS the Authority is desirous of award of contract for **Job Contract for Providing Bird, Animal Scaring and Allied Services in the Operational Area Deoghar Airport**, in the vicinity and side strips of runway of Deoghar Airport. AND WHEREAS Contractor and the Authority hereby mutually agree to the following terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

1. The Contractor hereby agrees to render to the Authority the said services as specified in the Form of Tender, Agreement and its Annexure and same shall form part and parcel to this present agreement.
2. This agreement shall be deemed to commence from _____ and shall continue to be in force until _____ or earlier as determined by the Authority by giving to the Contractor one calendar Month's written notice of its intention to terminate the same without assigning any reasons.
3. In consideration of the contractor performing the said services, the Authority shall pay the contractor before the 10th of every month on submission of the bill by the contractor. The contractor shall not be entitled nor be reimbursed any amounts then as agreed in the said clauses except on mutual written understanding as per exigencies of work.
4. The Authority shall allow the Contractor, his agents, representatives to enter into the said premises for the purpose of rendering the said services for the authority. The Contractor hereby agrees and undertakes to make good any loss or damage caused to the premises and property by his agents, representatives or employees while rendering the said services.
5. The contractor hereby agrees to employ in his own work force and supervisory staff required for the purpose of executing the present job contract
6. The Contractor has agreed to comply with all the applicable statutes and shall indemnify the Authority against any and all claims/liabilities/litigations arising due to the present job

contract and liabilities arising due to the present arrangement even after cessation of the present arrangement.

7. The authority shall not be responsible for any injury sustained by Contractor's workers during the performance of their duties and also for any damages or compensation due to any dispute between him and his workers. To comply with all liabilities arising out of any provision of labour Acts / Enactments hitherto in force or enacted from time to time during the execution of this contract, shall be the responsibility of the contractor. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit. Furthermore, the contractor shall be responsible for the payment of compensation, insurance etc., if any, in respect of his employment.
8. It has been mutually agreed that the present arrangement shall be terminated by either parties by giving one months' notice of such desire in writing, no such notice or notice period would be required to be given to the Contractor in case of contravention of any clauses or services by him or his personnel. The decision of Authority in this regard shall be final and binding.
9. The security deposit @ 10% of the tendered value shall be submitted in the form of Bank Guarantee. The Security Deposit will be refunded 6 months after the satisfactory completion of the contract period. No interest shall be payable by the Authority on the amount of Security Deposit so held. The Authority reserves the right to forfeit fully or partly Security Deposit in the event of failure on the part of the contractor to execute the contract or observation of all or any of the terms and conditions. The decision of DAL in this regard shall be final and binding.
10. The contractor agrees to undertake the additional jobs other than those specified in the said schedule on the Authority paying such additional charges as may be mutually agreed to between the parties.
11. The contractor agrees to insure the persons deployed against any damage to persons or property due to the commission or omission of any act by the contractor or any person deployed by him by taking insurance policy. A copy of the insurance policy shall be submitted to DAL within one month from date of commencement of work.
12. The firm should supply sufficient quantity of equipments and consumables as decided and ordered by DAL as per tender document and have at least five Zon Gun, one six shot launcher, five 6 mm blanks(Tin of 100 Pcs.), ten Bird scaring Bangers/Whistler(Box of 50 Pcs), one Vehicle mounted Electronic Bird Scaring Audio Device(Flock Away), 1 No. of Operational Vehicle (Bolero/ Scorpio/Thar like vehicle not less than 1400CC) for bird/animals scaring. The quality of these devices shall be as approved by DAL.
13. The contractor undertakes to carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards the nature of service or as regards the personnel doing the same, the Authority shall intimate to the Contractor who shall attend to the complaints promptly.

14. The contractor shall employ only such employees who shall have good character and be well behaved and skillful in their work. He shall furnish the Authority in writing with the names, parentage, age, residence and specimen of signature or thumb impression of all employees who he proposes to employ for the purpose of this agreement before they are so employed and the. The contractor shall also have the character and antecedents of all persons employed by him verified by the Police to the satisfaction of the Authority before employment.
15. The contractor agrees to obtain at his own cost necessary license etc. from the O/o. the Regional Labour Commissioner (C) as required under contract labour (R&A) Act 1970 and shall produce the same before commencement of the work. The contractor shall also obtain such license etc. at his cost under the various laws from time to time for performing the necessary job and get the same renewed before expiry and DAL does not take any liabilities whatsoever on this account. In case of non-renewal of any statutory licenses the contractor shall be solely responsible for the consequences and it shall further lead to automatic termination of this arrangement.
16. The contractor shall pay no less than minimum wages to its employees as increased by the central govt. from time to time for Unskilled/semi-skilled manpower. Payment of wages to the contractor's employees shall be made in the presence of authorized representative of DAL before 7th of every month.
17. The contractor's employee shall have no right whatsoever to claim any employment in DAL/AAI & the benefits arising there from & they shall be the contractor's employees for all purposes at all the time. Before deploying any personnel the contractor shall submit an Undertaking from his personnel so deployed that they will not seek employment in DAL/AAI. That the employees employed by the Contractor do not have any right to raise a dispute/claim/demand before/against the DAL/AAI and if any kind of such litigation arouses then Contractor shall be liable to borne for the expenses and result of such litigation.
18. The contractor has to produce PF certificate every month along with bill to the effect that PF has been deposited with appropriate authority in respect of personnel engaged by him.
19. The Proof of bonus paid to employees shall be submitted to the Authority.
20. The bill produce by the contractor shall clearly indicate GST separately with GST registration number.
21. The contractor has gone through the general conditions of contract, forming part to this agreement and the same are accepted by the contractor in totality for the execution of the contract awarded to the contractor
22. The Contractor agrees to provide uniform to the staff to be employed by the contractor as per the pattern and design approved by the Deoghar Airport Limited.
23. The decision of the Authority with regard to any dispute arising out of this contract shall be final.

- 24. This contract or benefits and obligations arising out of this contract shall be strictly personal to the contractor and shall not on any account be assignable or transferable except with the consent in writing of the Deoghar Airport Limited.
- 25. The complete tender document consisting of e-NIT, Guideline, General conditions, Special conditions, Tender form and work order shall constitute as the part of this agreement.
- 26. This contract is applicable for a period of 24 months with a provision to extend for another period of 12 months at same rates, terms & conditions, if mutually agreed by both the parties.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HAND

THIS THE _____ DATE _____ SIGNED AND

DELIVERED BY THE _____

IN THE PRESENCE OF 1. _____

2. _____

SIGNED AND DELIVERED BY _____

IN THE PRESENCE OF 1. _____

2. _____

PENALTY:-

The following additional Penalties shall be imposed on the Contractor for not deploying the Manpower as per plan/chart, disruption to Aircraft services, non-wearing of Uniform/High Visibility Jacket, un-serviceability of any Bird/Animal scaring device etc.:-

S.NO.	Description	Unit	Penalty (In Rs.)
2	Failure to provide Bird & Animal Scarcer	Each per day	<u>i) Supervisor</u> a) 1.5x times of minimum wages for first two instances in month b) 2x times of minimum wages for third instance onwards. <u>ii) Unskilled</u> <u>No Penalty for first 30 Days from start of Contract</u> ii) <u>After 30 and up to 45 Days:</u> 1.25 x times of minimum wages for each absence in any shift. iii) <u>After 45 Days:</u> 2 x times of minimum wages for each absence in any shift.
3	Not wearing proper uniform & High visibility jacket	Each	100
4	Un-serviceability of any bird/animal scaring device	Each	500
5	Disruption in flight operation due to bird concentration / suspected Bird Hit.	Per occasion	1000
6	Confirmed bird hit inside Airport	Per occasion	2000
7	Non wearing of Retro-reflective/ high visibility jackets	Per person per day.	50

8	Non provision of suitable method for animal / bird chasing	Per person per day.	50
9	Non provision of consumables like Crackers, Cartridge ,LPG cylinder for Zone Gun etc.	Per occasion	200

GENERAL SPECIFICATION**(Annexure-B)****MANPOWER:**

1. Number of Bird chasers to be engaged: 04 Nos. per shift (total 08 bird chasers in two shifts).
2. Number of supervisors to be engaged: In one shift only.
(The manpower engaged shall be Un-skilled category. Training to be provided by contractor at own cost for carrying out job satisfactorily.)

Working hours: 0600 to 1800 for Personnel engaged in bird and animal scaring in 02 shift.**Note: Shift Timings: 0600-1400
:1000-1800****Note: Shift timings may vary.****EQUIPMENT & CONSUMABLES PROPOSED TO BE USED FOR THE WORK**

SL. No	Name of Equipment/Consumables	SPECIFICATION	Quantity required(Nos)
01	Zon Gun(LPG operated)	Adjustable blast volume upto 125 db, 1-shot device, adjustable shot interval, approx. 17000 detonation from a 20 lb LPG tank, Piezo electronic ignition for upto 100000 detonations, Easy to maintain, operate on LPG	05
02	Six shot launcher	Six shot launcher range upto 2000mts. does not kill or injure, do not create FOD.	01
03	6 MM Blanks (Tin of 100 Pcs.)	As per the specification of Six Shot Launcher	05

04	Bird scaring Bangers/ whistler (Box of 50 Pcs)	As per the specification of Six Shot Launcher	10
07	Crackers	Sound crackers (As per the sample provided by DAL)	Minimum - 3000 Nos/Month.
09	Vehicle mounted Electronic Bird scaring Audio Device (Flock Away)	Producing/creating sound matching to the sound produce by the local birds(species) at Deoghar Airport.	01
10	Operational Vehicle (Non-AC)	Bolero/Scorpio/Thar like vehicle not less than 1400CC with driver and fuel including maintenance for 24 months.	01
11	Uniform: Pant(2 Nos.),Shirt(2 Nos.), sweater(1No.),Shoe(1pair), Socks(2 pair), Gumboot(1 pair), Raincoat(1), retro-reflective jacket(2 Nos.) to each employees.		

(SCHEDULE OF QUANTITIES) PRICE BID

Sl No.	Description of item	Quantity (P)	UNIT (A)	RATE (B)	Monthly Amount
1.	<p>Job contract for providing bird & animal scaring and allied services in the operational area at Deoghar airport comprising of :</p> <p>a. Provision and operations of Five (5) Nos. of electronically operated Zon Guns with the required quantity of consumable i.e. filled/refilled LPG Cylinder.</p> <p>b. Provision and operations of One (1)No. of six shot launcher in operational area.</p> <p>c. Provision and operations of One(1) No. of Operational Vehicle (Non-AC): Bolero/Scorpio/Thar like vehicle not less than 1400 CC.</p> <p>d. Provision and operations of One (1) No. of vehicle-mounted electronic Bird scaring audio device (Flock Away).</p> <p>e. Chasing of bird and animals by providing 08 Manpower (un-skilled) and to remove & collect dead animals/birds/insects from operational area and to drop at designated place/dustbin in two shifts (4 person per shift) plus one supervisor (Semi-skilled) in General shift.</p> <p>f. Provision and operations of 100 Nos. of Crackers (consumables) (Sample -1 of NIT) per day.</p>	1	Month		

	<p>g. Provision and operations of 500 Nos. of consumables like Cartridge for one Six Shot Launcher for scaring bird activities.</p> <p>h. Provision and operations of 500 Nos. of consumables whistlers/ bangers for one Six Shot Launcher for scaring bird activities.</p> <p>i. Provision of Uniform: Pant(2 Nos.),Shirt(2 Nos.),sweater(1No.),Shoe(1pair), Socks(2 pair), Gumboot(1 pair), Raincoat(1), retro-reflective jacket(2 Nos.) to each employees.</p>				
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Total Quoted Amount (Rs) =

(Total Rupees.....only)

NOTE:

1. Rates quoted shall be in Indian Rupees (INR) only.

Signature of Tendering Officer

Signature of Tender

PROFORMA OF EARNEST MONEY DECLARATION

(To be submitted on contractor’s letter head)

Whereas, I/We(name of agency)..... have submitted bid for

.....(name of work)

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

1. If after opening of tender, I/We withdraw or modify my/ our bids during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

2. If, after the award of work, I/ we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/ We shall be suspended for one year and shall not be eligible to bid for DAL tender from date of issue suspension order.

(Signature of the contractor(s))

CHECK LIST TO BE SUBMITTED BY APPLICANT

NAME OF WORK: - “Job contract for providing Bird, Animal Scaring and Allied Services at Deoghar Airport, Jharkhand ”

Ref.No.	Qualification Criteria	Particulars	Enclosure check list
1	Name and address of the Contractor/firms.		Yes/No
2	Unconditional acceptance of AAI tender conditions in its entirety as per Enclosed format.		Yes/No
3.	EMD Declaration as per Annexure D		Yes/No
4	Details of Registration with register of companies/firm/central Govt/State Govt. as the case may be.)		Yes/No
5	Work Certificate from clients of having satisfactorily completed	Details of the three / two/one works as applicable.	Copy of the certificates enclosed: Yes/No
8	Permanent Account No. (PAN)		Yes/No
9	Proof of business Experience.		Yes/No
10	Employees Provident Fund Registration,		Yes/No
11	Employees State Insurance Corporation Registration,		Yes/No
12	Proof of possessing at least one six shot launcher , acceptable to AAI for bird scaring or undertaking on a stamp paper of Rs. 100/- to procure within 15days of issue of work order.		Yes/No

13	All documents / certificates are self-attested.		Yes / No
14	Submission of Tender Fee of Rs 1770/- (Non-refundable) through CPP Portal		Yes/No
15	<p>Declaration on Non judicial stamp paper of Rs 100 Within 15 days of issue of work order duly attested by notary public indicating :</p> <p>a. Liability of payment of disputed/ undisputed dues to AAI.</p> <p>b. That they are not debarred /back listed by any of the agencies including AAI.</p> <p>c. that they are not facing action under PPE act with AAI</p>		Yes/No
16	<p>Declaration on Non judicial stamp paper of Rs 100 Within 15 days of issue of work order duly attested by notary public indicating :</p> <p>Shall procure one six shot launcher and acquire this license in its own name within fifteen days of issue of work order.</p> <p>Shall use this license in others name with explicit authorization in writing.</p> <p>Shall procure at least three Nos. of Hand Held Green Laser Gun/Torch, Ten Nos. of Electronically Operated Zone Guns , one electronic bird expeller device for Bird/Animals scaring</p>		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, my firm may be debarred from tendering in AAI.

Date: -

Signature with Stamp

Authorized Signatory of the Agency/Farm

.....

Note: - All are requested to fill up the required data in the above Performa