

E-NIT

**JOB CONTRACT FOR PROVIDING
BIRD & ANIMAL SCARING
AND ALLIED SERVICES
IN THE OPERATIONAL AREA
AT
MADURAI AIRPORT**



**AIRPORTS AUTHORITY OF INDIA.
MADURAI AIRPORT.
MADURAI-625022, TAMIL NADU.**

I N D E X

Name of Work: Job contract for providing Bird & Animal Scaring and Allied Services in the Operational area at Madurai Airport

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AIRPORTS AUTHORITY OF INDIA
MADURAI AIRPORT

NOTICE INVITING E-TENDER (2 BOT – 2 ENVELOPE OPEN TENDER)

Tender ID 2022_AAI_108198_1

Ref. No. AAI/MDU/OPS/ Bird Scaring/2022/

Date:03.03.2022

1. Item rate(s) tenders are invited through the e-tendering portal by the Deputy General Manager (OPS), AAI, Madurai Airport, Madurai-625022 on behalf of Chairman, AAI, from eligible contractors for the work of “Job Contract for Providing Bird and Animal Scaring and Allied Services in the Operational area at Madurai Airport”, at an estimated cost of **Rs.83,31,218.00 (Rupees Eighty Three Lakh Thirty one Thousand Two Hundred and Eighteen only) including EPF, ESI, excluding applicable GST & Bonus. The contract shall be for a period of Two Years from the date of award of contract** and further extendable up to one year on the same rates as well as the same Terms & Conditions, subject to satisfactory performance of the contractor and mutual consent.

The tendering process is online at e-portal URL address <http://etenders.gov.in/eprocure/app> Aspiring bidders may download and go through the tender document.

Prospective tenderers are advised to get themselves register at CPP-portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home Page after logging in to the CPP-portal <http://etenders.gov.in/eprocure/app> . They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days’ time. The tenderer may also take guidance from AAI Help Desk Support through path [aai.aero/tender/e-tender/help desk support](http://aai.aero/tender/e-tender/help%20desk%20support).

Tender fee of **Rs.1770/- (Rupees One Thousand Seven Hundred and Seventy only) (including GST) non-refundable** will be required to be paid online through payment Gateway on CPP Portal.

State Bank of India (SBI) has been authorized as a Nodal Bank and its payment gateway has been integrated / mapped with CPP Portal for the collection of Tender Processing Fee and EMD through E-procurement portal from various bidders participating in e-tendering/e-procurement process.

2. **Following 2 envelopes shall be submitted through online at CPP-Portal by the Bidders as per the following schedule:**

CRITICAL DATA SHEET

E-tender publishing date in e-portal	03.03.2022 1600 at Hrs
Bid document download/sale start date	03.03.2022 from 1630 Hrs
Clarification start date	03.03.2022 from 1630 Hrs
Clarification end date	10.03.2022 up to 1800 Hrs
Bid submission start date	03.03.2022 from 1730 Hrs
Bid submission end date	15.03.2022 up to 1500 Hrs
Bid opening date :(Envelope I)	16.03.2022 at 1600 Hrs

Bid opening date:(Envelope II)	21.03.2022 at 1500 Hrs
Tender Fee	Rs.1770.00 (including GST) Non-Refundable to be paid in online CPP portal payment gateway
EMD	Rs. 1,66,624.00 /- to be paid in online CPP portal payment gateway

A. Envelope I: - Containing qualifying requirements of Contractor / Firm: -

The tenderer shall submit their application only at CPP portal <http://etenders.gov.in/eprocure/app>. Tenderer/ Contractor are advised to follow the instruction provided in the tender document for online submission of bids. Tenderers are required to **upload the digitally signed file of**

1. Scanned copy of Tender Fee or Annexure “MSME-A” with NSIC certificate.
2. Scanned copy of unconditional Acceptance of AAI’s Tender conditions.
3. Scanned copy of Tender declaration as per Annexure-1 in agency letter head.
4. Scanned copy of affidavit regarding payment of minimum wages & deduction of EPF/ESIC on non-judicial stamp paper value of 100/-.(Performa Given in Annexure-A)
5. Scanned copy of duly signed and stamped EMS declaration in agency letter head.
6. Scanned copy of affidavit regarding the agency has not been blacklisted by AAI/Any Govt./PSU Organization on non-judicial stamp paper value of 100/- (Performa given in Annexure-2)
7. Scanned copy of online payment EMD of a value **Rs. 1,66,624.00 (Rupees One Lakh Sixty Six Thousand Six Hundred and Twenty Four only)** or Annexure MSME-A with NSIC certificate may be submitted in “PQQ Folder” in Attachments section of e-tendering portal as stipulated in the Notice Inviting Tender.

Annexure “MSME-A” to be filled in Non-Judicial stamp paper value of Rs.100/- along with NSIC certificate for exemption from submitting Tender Fee/EMD. (Refer Sl.no.9 of NIT regarding Concession for Firms registered under NSIC).

5. Should contain the scanned copies of the following documents as per NIT:
 - Digitally signed AAI Tender documents
 - Scanned documents given under qualification requirements

Qualifying requirements of contractors/ firms:

- i. Agency should have Permanent Account Number (PAN), GST, ESI, EPF registration.
- ii. Agency should have valid Registration on the Date of issue of Tender in appropriate class of CPWD/MES/P&T/Railways/State PWD/PSU/Municipal Corporations & Development Authorities of Delhi, Mumbai, Chennai and Kolkata.
- iii. Should have satisfactorily completed **three works, each of Rs.33 lakh or two works, each of Rs.41 lakh or one work of Rs.66 lakh** of any similar nature of work/AMC/Supply of Manpower during last seven years ending on 31.01.2022 in India. 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.**
- iv. **“The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid”.**

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as pre- 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.**

- v. Should have annualized average **financial turnover of 25 Lakhs** against works executed

during last three years ending 31st March 2021. 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.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

B. Envelope II: The Financial e-Bid through CPP portal.

All rates shall be quoted in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other calls should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

3. Bids Opening Process is as below:

Envelope-I: Technical bid (uploaded by Contractors/firm) shall be opened as per the dates mentioned in the Critical Data Sheet. The intimation regarding acceptance / rejection of their bids will be intimated to the contractor / firm 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 CPP e- tendering portal. The bidder shall upload the requisite clarification/documents within time specified by AAI, failing which his tender will be liable for rejection.

Envelope-II: The financial bids of the contractors / firms found to be meeting the technical criteria shall be opened as per the dates mentioned in the critical data sheet.

4. 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.
5. AAI reserves the right to disallow issue of tender document of working agencies whose performance at ongoing project(s) is below par and usually poor and has been issued letter of restrain/Temporary/Permanent debar by any department of AAI.

AAI reserves 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 are found to be incorrect/false or have some discrepancy which disqualifies the firm, then AAI shall take the following action:

- a) **Forfeit the entire amount of EMD submitted by the firm.**
 - b) **The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.**
6. Consortium/JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
 7. Purchase preference to Central Public-Sector Undertaking shall be applicable as per the

directive of Govt. of India prevalent on the date of acceptance.

8. Concessions to Indian Micro & Small Enterprises (MSEs) units will be given as per the provisions (para-10) of public procurement policy for MSEs order 2012, MSEs (Micro & Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc.

The MSEs who intent to claim benefits under MSME act, shall fulfill the following, otherwise the run they risk of their bid being passed over as “INELIGIBLE” for the benefits applicable to MSEs and their bid will not be considered for evaluation.

- a) MSEs which are specified by the Ministry of Micro, Small and Medium, Enterprises under MSMED Act 2006 and Public Procurement Policy, 2012 as Manufacturing / Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS).
- b) NSIC certificate with monetary limit indicated should be valid on the scheduled date/ extended date of submission of tender. Certificate without monetary limit will not be considered.
- c) The items of Product / Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of Items of Tendered).
- d) The Monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work(s)/Supply is/are “In hand (Progress)” awarded under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemption.
- e) If monetary limit is less than the value of work(s)/Supply is/are “In hand (Progress)” awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain “Competency Certificate” from NSIC for participating in this tender as well as to avail MSME benefits. The competency certificate should be uploaded in the Envelope I.

MSEs shall submit the Performa attached in Annexure “MSME-A” duly attested by Notary Public.

**Deputy General Manager (OPS-TM),
For Airport Director,
Airports Authority of India,
Madurai Airport,
Madurai -625022,**

TENDER FORM ANNEXURE-1
DECLARATION BY THE TENDERER/CONTRACTOR

To
The Airport Director,
Airports Authority of India,
Madurai Airport,
Madurai -625022.

Sir,

I /We have read the following documents and all other relevant documents relating to e-tender for the work of “Job Contract for providing Bird & Animal Scaring and Allied Services in the Operational area at Madurai Airport”.

- a) Notice Inviting Tender
- b) Guidance to Tenderers
- c) General Conditions of Contract
- d) Scope of Work
- e) Unconditional acceptance letter
- f) EMS undertaking
- g) Agreement Form
- h) Bill of Quantities

I / We hereby tender for the work referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respect with the Scope of work, General conditions and other relevant details at the rates contained in schedule of rates and within the period of completion.

A sum of **Rs. 1,66,624.00 (Rupees One Lakh Sixty-Six Thousand Six Hundred and Twenty-Four only)** will required to be paid through online payment Gateway on CPP portal.

I / We agree to keep the tender open for acceptance for 90 days from the date of opening of financial bid and not to make any modification in its terms and conditions which are not acceptable to AAI.

If I/We fail to keep the tender open for 90 days from the date of opening of financial bid or make any modifications in terms and conditions of tender which are not acceptable to AAI, I/ We agree that said AAI or its successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Further if I / We fail to commence work as specified I / We agree that AAI or its successors in office shall without prejudice to any other right or remedy available in law be at liberty to forfeit the said earnest money, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained. Further I/we agree that in case of forfeiture of EMD as aforesaid I/we shall be debarred for participation in the re-tendering process of the work.

Should this tender be accepted, I / We hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid documents.

Date:

Signature of the contractor

Name & Address:

Address:

Phone:

Fax/E-mail:

GUIDANCE & GENERAL CONDITIONS TO TENDERERS

1. The Airport Director, Madurai 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.

2. The e-tenders shall be in the prescribed form. The tender shall be valid for acceptance for a period of 90 days from the date of opening of e-tenders. If any tenderer withdraws his tender before the said period or makes any modification in the terms and conditions of tender, which are not acceptable to AAI, AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.

3. **Mode of submission of e-tender:** Following 2 Envelopes shall be submitted through online at CPP e-portal by the bidders. All the bids (Envelope I & II) are required to be submitted /uploaded in the CPP e-portal only, by the stipulated date and time (bid submission end date). The Details of Envelope I &II are given below:

Envelope I (PQQ):

It shall contain scanned copy of Unconditional Acceptance of AAI's Tender Conditions, Scanned copy of Tender fee, EMD or Annexure MSME-A with NSIC certificate and Affidavit.

Digitally signed scanned copy of Tender fee, **Earnest Money Deposit (EMD) of value Rs. 1,66,624.00 (Rupees One Lakh Sixty Six Thousand Six Hundred and Twenty Four only)** and Annexure MSME-A with NSIC certificate as stipulated in the Notice Inviting Tender may be submitted in "PQQ Folder" of e-tendering portal along with the Unconditional Acceptance of AAI's Tender Conditions and Affidavit (Performa given under Annexure "A" in tender document). Also, Hard copy of application shall not be entertained.

The Tenderer shall submit their application in the CPP portal by downloading the "Pre-Qualification (PQQ) Performa" from the e-tendering portal, fill-up the required information and upload the digitally signed file of scanned documents and firm's data in support of their meeting each criterion mentioned below.

Envelope-II: Technical Bid

It shall contain **scanned copy of the following documents which shall be digitally signed:**

- Tender documents.
- Copies of qualifying requirements of Contractors / Firms as per NIT (Company registration, certificate of satisfactorily completion of works, Turnover and Profit and Loss statement).
- Copy of PAN Card.
- Copy of ESI, EPF and GST Registration. Agency not possessing EPF, ESI and GST registration at the time of submission of application/bid has to submit a scanned copy of undertaking along with application/bid.
- Other supportive documents, if any and Power of Attorney or Authorization (if applicable).
- Uploading of application other than Envelope-I shall not be considered.

Qualifying requirements of contractors/ firms:

- a. The firm/contractor should possess valid PAN Card, ESI Registration, EPF Registration and GST Registration.

- b. The contractor/firm should have valid Registration.
- c. The contractor/firm should have satisfactorily completed **three works, each of Rs.33 lakh or two works, each of Rs.41 lakh or one work of Rs.66 lakh** of any similar **nature of work/AMC/Supply of Manpower** during last seven years ending on 31.03.2021. Phase/Part completion of the scope of work in a contract shall not be considered for the same. **However pre-determined phasing of the work will be accepted.**

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

- d. 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 start/date of completion and statement of ‘satisfactory completion of work’ along with copy of work order and its BOQ issued by the client. Firms showing work experience certificate (completed work) from Non-Govt. / Non-PSU organization should submit copy of tax deducted at source (TDS) certificate in support of their claim for having experience of stipulated value of work.
- e. Should have annualized average **financial turnover of 25 Lakhs** against works executed during last three years ending 31st March 2021. 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.

Envelope II: Financial Bid

The Financial e-Bid shall be submitted in e-tendering portal. Tenderer shall upload schedule of price bid duly digitally signed in the form of BOQ.xls.

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

If the bidder has any query related to the Tender document of the work, they should use ‘Clarification’ tab in CPP e-portal to seek clarifications. No other means of communication in this regard shall be entertained. Last date and time for making query is as stipulated under the critical dates.

4. Bids Opening Process is as below:

Envelope I: Envelope-I containing documents, uploaded by the contractor / firm, shall be opened as mentioned under the critical dates. The Intimation regarding acceptance / rejection of the bid will be intimated to the contractor / firm through e-tendering portal.

Envelope II: Date of opening of Envelope-II (Technical bids of the contractor/firm meeting the qualifying requirements), shall be intimated later. Changes in the date of opening of the bids, if any, shall also be intimated through CPP portal.

Envelope III: Date of opening of Envelope-III (Financial bids of the contractor/firm meeting the qualifying requirements), shall be intimated later. Changes in the date of opening of the bids, if any, shall also be intimated through CPP portal.

5. Concessions to Indian Micro & Small Enterprises (MSEs):

Concessions to Indian Micro & Small Enterprises (MSEs) units will be given as per the provisions (para-10) of public procurement policy for MSEs order 2012, MSEs (Micro & Small Enterprises) registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc. The MSEs who intent to claim benefits under MSME act, shall fulfill the following, otherwise the run they risk of their bid being passed over as “INELIGIBLE” for the benefits applicable to MSEs and their bid will not be considered for evaluation.

- a) MSEs which are specified by the Ministry of Micro, Small and Medium, Enterprises under MSMED Act 2006 and Public Procurement Policy, 2012 as Manufacturing / Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS).
- b) NSIC certificate with monetary limit indicated should be valid on the scheduled date/ extended date of submission of tender. Certificate without monetary limit will not be considered.
- c) The items of Product / Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of Items of Tendered).
- d) The Monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work(s)/Supply is/are “In hand (Progress)” awarded under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemption.
- e) If monetary limit is less than the value of work(s)/Supply is/are “In hand (Progress)” awarded under MSME benefits during the financial year plus estimated cost of this tender, they should obtain “Competency Certificate” from NSIC for participating in this tender as well as to avail MSME benefits. The competency certificate should be uploaded in the Cover 1.

MSEs shall submit the Performa attached in Annexure “MSME-A” duly attested by Notary Public.

6. Submission of e-tender by a Tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates.

7. Once the contractor has uploaded digitally signed file of tender document along with unconditional acceptance as an attachment, he is not permitted to upload any additional file or put any remark (s)/conditions in/along with the tender document.

8. All the guidelines and procedures for submission of bid are available in the e-portal.

9. Once the tenderer has given unconditional acceptance to AAI’s tender conditions in its entirety, he is not permitted to put any remarks/conditions (except unconditional rebate on quoted rates), if any in/along with tender enclosed in envelope no.1.

10. In case the conditions mentioned above is found violated after opening envelope no.1, the tender shall be summarily rejected. AAI shall without prejudice to any other remedy be at liberty to forfeit the full said earnest money absolutely.

11. All the above guidelines will form part and parcel of the Notice Inviting e-Tender (NIT).

12.AAI reserves to itself the right to extend the date of receiving / opening of the bid as well as to extend the validity of the tender.

13.AAI reserves the right to reject any or all tender(s) in part or in full without assigning any reason.

14.The tenderers shall inspect and examine the site and satisfy themselves about the nature of work before submitting the tender, if required. The tenderer shall be deemed to have full knowledge of the site, whether he inspects or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

15. For any query related to the inspection of the site/premises and for queries related to the contents of this tender, prospective bidders are advised to contact concerned Tender Inviting Authority (TIA) of AAI:

Deputy General Manager (OPS-TM)
Airports Authority of India,
Madurai Airport,
Madurai -625022, TamilNadu.

16.For any query/issues related to the use of the e-tender portal, bidders may contact the following:

- i. **For any technical related queries please call the Helpdesk.**
24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-6277787
Mobile: 918826246593
E-Mail:support-eproc@nic.in

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 to the tender(s) published kindly contact the respective Tender Inviting Authority.

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

E-Mail: cphp-doe@nic.in

- iii. **For any 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 **<http://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**”.

c. The escalation matrix of AAI help desk is as appended below:

Sl. No.	Support Persons	Escalation matrix	E-mail address	Contact Numbers	Timings
1	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950 Extn: 3512 (Six lines)	0800 – 2000hrs (Mon – Sat)
2	Sanjeev Kumar, MGR(IT)	After 4 hours of issue	etendersupport@aai.aero or sanjeevkumar@aai.aero	011-24632950 Extn: 3523	0930-1800 hrs (Mon-Fri)
3	Sh.Prabhakar Bajpai Jt.GM(IT)	After 12 hours	dkumar@aai.aero	011-24629344	0930-1800 hrs (Mon-Fri)
4	General Manager(IT)	After 03 days	gmitchq@aai.aero	011-24657900	0930-1800 hrs (Mon-Fri)

AAI 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 on e- procurement portal and help needed on the operation of the portal.

17.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/additional condition, General and particular specifications, Tender conditions as issued at the time of invitation of Tender and acceptance thereof with any correspondence leading there to.

18. 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/AEPs for his staff and security clearance for his agency as stipulated by BCAS. No extra amount shall be paid on this account.

19.This notice of Tender and associated documents & correspondences shall form part of agreement of the contract.

SPECIAL CONDITIONS OF CONTRACT

1. The required number of Bird & Animal scarers to perform the work to the satisfaction of the Deputy General Manager (OPS) In-Charge, shall be provided on all days in Two shifts as specified in the scope of work, including early opening of watch hours, if any. 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/AEPs for his staff and security clearance for his agency as stipulated by BCAS. No extra amount shall be paid on this account.
3. **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 / Airport Manager on duty within 30 minutes of the commencement of each shift.
4. 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.
5. 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.
6. Escalation of rates is not acceptable during the period of contract except notified as increase in minimum wages by Central / State Government whichever is higher.
7. **Quoted rate of the contractor should be inclusive of all statutory labour components such as EPF, ESI, but excluding applicable GST and Bonus as per prevalent State and Central Government Guidelines. ESI, EPF (if any for increased minimum wages), applicable GST and Bonus (as applicable) will be reimbursed on actual basis subject to submission of documentary evidence and verification of the same.**
8. 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 "A") on a non-judicial stamp paper of Rs.50 as an undertaking to fulfil the above mentioned legal obligations to the employees with respect to minimum wages, EPF.
9. The wages paid to the workmen by the contractor shall not be less than the latest minimum wages (as given in Annexure "B") fixed by the Central or State Government or existing wages whichever is higher.

10. 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/State Govt. subject to submission of proof of payments made and subsequent verification of the same.
11. 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.
12. The contractor shall provide a list of contract workers engaged for contract along with their PF Account no. & ESI Registration no.
13. 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.
14. The contractor shall regularly submit all relevant records / documents to AAI representative for verification and upon such verification only, AAI will allow reimbursement of any other amounts paid.
15. 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.
16. **The contractor shall be solely responsible for the payment in respect of wages for the Area (Madurai) as applicable and other dues (including Over Time allowances) to the personnel deployed by him latest by 5th 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.
17. 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.
18. 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.
19. In case of any bird strikes taking place due to negligence of bird scarers within the Airport area, an amount equivalent to the contractor's service charges/profit for that month will be levied as penalty. Also, the bird chaser found responsible for such negligence will be changed/ removed forthwith from the job.
20. 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 non-flying period and the contractor shall ensure it.
21. The contractor shall thoroughly brief them on the runway crossing and other restrictions as also train them on bird scarring and allied jobs.
22. 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.
23. 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.

24. 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.
25. The contractor shall carry out the job as per specifications of the Authority and to the entire satisfaction of the (ATS) In-Charge. 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.
26. 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 the services as required for further 90 days or till new contract is awarded whichever is earlier.
27. 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.
28. The agency/contractor has to satisfy all the statutory requirements issue by DGCA/BCAS.
29. 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.**
30. 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.
31. The tenderer whose tender is accepted, at the time of making any payment to him for the work done under this contract, shall permit AAI to deduct a sum amounting to 10% of gross amount of the monthly bills towards the Security Deposit, till the sums so deducted equals to 10% of the awarded amount in addition to the Earnest Money Deposit. The Security deposit will also be accepted in the form of Demand Draft or Bank Guarantee 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.
32. Security deposit will be refunded to the contractor after one month from the certified date of completion of the contract.
33. Period of contract shall be **Two Years** from the date of commencement of work. The contract is further extendable for a period of one year with the same rates, terms & conditions subject to satisfactory performance of the contractor and on mutual consent.
34. 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.
35. The contract agreement shall be executed on a non-judicial stamp paper of value of Rs.100/- and the cost of the same shall be borne by the contractor.

36. 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.
37. The contractor shall be responsible for providing uniforms (3 sets per person), one pair of gum boots & six pairs of socks per person, one reflective jackets per person, one rain coat per person, one set of Protective Wear (Gloves) per person and one Hat per person, and FOD removal accessories. All the above items are mentioned for one year and all shall be of good quality, at the contractor's cost.
38. All the employees working under this contract shall have all the items mentioned above in sl. No.36 readily available for usage while on duty. Non-availability of any of the items shall attract appropriate action by the authority.
39. Smoking is strictly prohibited in the operational area.
40. Entering the operational area under intoxication/inebriated condition is strictly prohibited.

SCOPE OF WORK

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. Their duties and responsibilities would be as follows:
 - a. To guard the airfield by chasing & removing the 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 non-flying period.
 - d. To remove Foreign Objects Debris (FOD) from the Operational area.
3. The Bird & Animal scarring personnel engaged by the contractor can be shifted from one location to another as required by the Duty Officer (ATC).
4. The Contractors shall deploy one Bird Scarer for every 600 meters of runway length (Total length of the Runway is 2285 meters). Therefore, the contractor is required to deploy manpower in the following positions in two shifts except for the driver:

Bird Scarers per shift	4	(Total 8 per day on all days).
FOD removal person per shift	1	(Total 2 per day on all days).
Supervisor per shift	1	(Total 2 per day on all days).

5. **Uniform & Accessories:** The Contractor shall provide Reflective jacket, Hat, Raincoat, Gumboots, Socks, Protective wear (Rubber gloves) and uniforms to the workers at his own cost as specified. **Necessary deduction of these items cost will be made if the specified accessories are not provided on time.**
6. **Tools:** The Contractor shall provide necessary tools, equipment for allied services (clearing FOD), to the workers at his own cost.
7. The crackers required for Bird and Animal Scaring will be procured and supplied by AAI.
8. The contractor shall comply with the security rules and regulations being enforced from time to time at the work place.
9. The Job contract work will be measured on monthly basis and payment shall be made on monthly basis as per bill of quantities.

AFFIDAVIT

(To be submitted on non-judicial stamp paper of Rs.50)

I _____(Name), aged _____years, S/o _____(Name),
Proprietor/Managing Partner / Managing Director of _____(Name of 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 the wages to be paid to the workers engaged in the contract awarded to me (Agreement
no. _____ dated _____) shall not be less than the minimum wages
determined by appropriate Govt. Authority from time to time. I will deduct Provident fund amount
at the prescribed rate in accordance with EPF & MP Act, 1952 from the workers engaged and its
timely deposit to the PF account.

Date this, the _____ day of _____ month _____ year _____.

DEPONENT

.

ANNEXURE “B”**MINIMUM WAGES**

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 proof:

S.No.	Category of Labour	Wages Per day	Remarks
1	Head Mazdoor (Semi-skilled)	Rs.755.95	G.O.(2D) No 100 Notification II(2)/LE/1085/2018 dated 26/12/2018 (Govt. of TN)
2	Mazdoor Class-I (Unskilled)	Rs.642.95	G.O.(2D) No 100 Notification II(2)/LE/1085/2018 dated 26/12/2018 (Govt. of TN)

ANNEXURE “MSME-A”

(To be submitted in Non-Judicial Stamp Paper value of Rs.100/- and to be uploaded in Technical folder)

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 _____invited vide Bid Number_____
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/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”.

Signature with Company Seal

Attested by Notary public

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.

UNCONDITIONAL ACCEPTANCE LETTER

(TO BE PUT IN ENVELOPE I)

To,
**The Airport Director
AAI, Madurai Airport
Madurai-625022**

Sub: Acceptance of AAI's Tender Conditions

Sir,

1. The tender documents for the work of “Job Contract for Providing Bird and Animal Scaring and Allied Services in the Operational area at Madurai Airport” has been sold to me/us by Airports Authority of India and I/we hereby certify that I/We have inspected the site and read the entire terms and conditions of the tender document and I/we shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of Clauses 9 and 10 of Guidance to Tenderers of the Tender document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to put any remarks/conditions (except unconditionally rebate on quoted rates, if any) in the tender enclosed in ‘Envelope II’ and the same has been followed in the present case. In case, this provision of the tender is found violated after opening ‘Envelope II’. I/We agree that the tender shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the full said earnest money absolutely.
4. That, I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any Officer of AAI asks for bribe/ gratification, I will immediately report it to the appropriate authority in AAI.
5. The required EMD amount **Rs. 1,66,624.00 (Rupees One Lakh Sixty-Six Thousand Six Hundred and Twenty-Four only)** by way of NEFT/RTGS Detail:-

Yours faithfully,

(Signature of Tenderer With seal/Rubber stamp)

Date:

AFFIDAVIT

I, _____ (Name), aged _____ years, S/o _____ (Name),
Proprietor/Managing Partner/Managing Director of _____ (Name of 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, my firm has not been blacklisted/debarred from participating in Tender of AAI.

Dated this, the _____ day of _____ Month _____ Year.

Deponent

Place:

Date:

Note:

This affidavit on non-judicial stamp paper of Rs.100/- shall be submitted by successful tenderer.

**EMS UNDERTAKING BY THE CONTRACTORS AND OPERATORS IN
MADURAI AIRPORT**

1. Contractor may please note that AAI Madurai Airport has implemented Environment Management System (EMS)
2. The contractor shall conserve power, water, cooking gas to the extent possible.
3. Biodegradable Plastic bags of less than 51 micron shall not be used and /or issued by the Contractor in AAI premises.
4. If the Contractor arranges food for their workmen, they shall have to keep waste bins for the waste generated in the process.
5. Failure to comply with the requirement shall attract a Fine / penalty as may be decided by the AAI and the expenditure by AAI for such housekeeping shall be recovered from their bill.
6. AAI shall educate the Contractor and his supervisor about other EMS requirements prior to start of work. Contractor shall have to ensure the presence of himself and his supervisory staff during such a session. Thereafter, Contractor will have to ensure that the workmen and staff comply with the requirement.
7. Contractor shall identify one supervisor responsible for EMS compliance.
8. No additional payment shall be made for EMS compliance.

Management Representative

UNDERTAKING

We hereby undertake to abide by the conditions situated herein above with respect to our activities in the airport and not to pollute the environment of the Airport in any manner & cooperate with the Airports Authority of India, Madurai Airport in respective of the Environment.

Date:

Authorized Signatory

Name of the Agency

(seal)

AGREEMENT FORM

(To be printed on Rs.100 stamp paper)

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..... (Hereinafter referred to as “owner” or AAI which expression shall include its administrators, successors, executors and assigns 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 " Job Contract for Providing Bird & Animal Scaring and Allied Services in the Operational area at Madurai 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 proposal No.....dt and other subsequent referred letters, AAI accepted his aforesaid proposal and awarded the work to the contractor on the terms and conditions contained in its acceptance letter NO. AAI/ dt and documents referred to therein which have been accepted by M/s.....resulting into a contract.

NOW THEREFORE THIS DEED WITNESSTH AS UNDER

The Owner has awarded the contract to the contractor for the work of " Job Contract for Providing Bird & Animal Scaring and Allied Services in the Operational area 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 i.e. the date on which site has been taken over. 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)

<u>NO.</u>	<u>LETTER NO.</u>	<u>PAGE.NO</u>
1.	Work Order No.AAI/	Dtd:.
2.	Contractor's Offer No.	Dtd:
3.	Acceptance Letter	
4.	Envelope Cover – I	
5.	Envelope Cover – II/BOQ	
6.	Index Sheet for Tender Document	
7.	Notice Inviting Tender	
8.	Tender forms	
9.	Guidance to Tenderers	
10.	General Conditions of Contract	
11.	Scope of Work	

(All correspondences between the Owner & Contractor before award of work shall form part of Agreement)

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 the owner on its letter of acceptance. Any matter inconsistent therewith, contrary or repugnant thereto or any deviation taken by the contractor in its proposal not agreed to by owner in its letter of acceptance 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.

Article 3.0 conditions and convenents:

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

3.2 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 inconsistency 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 the authorized representative of both the parties.

Article 4.1 Settlement of Disputes:

It is specifically agreed by and between the parties that all the difference or disputes arising out of the agreement or touching the Subject matter of the agreement shall be decided by the process of settlement and arbitration under the provisions of the Indian Arbitration Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall have exclusive jurisdiction over the same.

4.2 Notice of Default:

Notice of default 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 against acknowledgement due addressed to the signatories at the address mentioned here in above.

THIS CONTRACT AGREEMENT IS ALLOTTED THE NUMBER:

AAI/_____ dated _____

In witness whereof: The parties through their duly authorized representative have executed these presents (execution of where of has been approved by the competent authorities) on the day, month and year first above mentioned at.

Contractor's Signature

Owner's Signature

WITNESS:

1.

2.

Tender Inviting Authority: AIRPORTS AUTHORITY OF INDIA

Name of Work: Job Contract for providing Bird & Animal Scaring and allied services in the Operational area at Madurai Airport

Contract No: 2022_AAL_ _1

<p align="center">PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) [This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only] Please Note: 1) Tenderer should quote the rates Excluding of GST. 2) GST shall be paid to bidder for taxable services/supply against a valid tax invoice.</p>						
NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	[Job contract for providing Bird & Animal Scaring and Allied Services in the Operatinal Area at Madurai Airport] Cost of Twenty Four Months (as per NIT) including ESI, EPF (excluding GST and Bonus)	24	Month		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

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