



**AIRPORTS AUTHORITY OF INDIA
TIRUPATI, AIRPORT**

TENDER DOCUMENT

NAME OF THE WORK

Job Contract for Providing Bird and Animal Scaring & Allied Services in the Operational Area at Tirupati, Airport for the Period of three years.

**DEPARTMENT OF OPERATIONS
Tirupati Airport**

I N D E X

Name of Work: Job Contract for Providing Bird & Animal Scaring and Allied Services in the Operational Area at Tirupati, Airport for the Period of Three years

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This Notice Inviting e-Tender Document Contains **54 Pages** only.

**Bid Manager
Tirupati, Airport**

GENERAL INSTRUCTIONS AND GUIDELINES TO THE TENDERER

Correspondence on tender documents:

1. **Tender Document:** The prospective bidder shall download the tender documents online from GEM Portal and upload **Signed/ Digitally signed** entire tender document on GEM Portal. Besides, whenever tenderer signatures are earmarked in the tender documents shall put his signature and upload scan copies of the same.
2. **Amendment to Tender Document:** At any time, prior to scheduled date of submission of bids, AAI if it deems appropriate to revise any part of this tender or to issue additional date to clarify the interpretation of provisions of this tender, it may issue addendum/corrigendum to this tender. Any such Addendum/Corrigendum shall be deemed to be incorporated by this reference into this tender and binding on the bidders. Addendum/Corrigendum will be notified through GEM Portal only.
3. **Clarifications of Tender Document:** Bidder, requiring any clarifications of the tender document, may submit their queries, if any, through provision of GEM Portal on or before submission of E- Bids/as mentioned in NIT. Request for clarifications received from bidders shall be responded by AAI suitably. Replies to queries by AAI will be uploaded through GEM Portal. The bidders are advised to visit GEM Portal regularly.
4. No correspondence shall be entertained from the tenderer / bidders after opening of tenders, other than asked by AAI for any clarifications, if required.

APPENDIX-A

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the GeM Portal. The information useful for submitting online bids on the GeM Portal may be obtained at: <https://gem.gov.in>.

**AIRPORTS AUTHORITY OF INDIA
TIRUPATI, AIRPORT**

NOTICE INVITING e-TENDER (2 ENVELOPE OPEN TENDER)

Item rate tenders are invited through the GeM portal by Bid Manager, AAI, Tirupati, Airport on behalf of Chairman, AAI, from eligible agencies for the work of “**Job Contract for Providing Bird & Animal Scarer and Allied Services in the Operational Area at Tirupati, Airport for the Period of Three years**” at an estimated cost of **Rs. 2,40,99,075/- (Rupees Two Crores, Forty Lakhs, Ninety Nine Thousand, and Seventy Five Only) (Including GST and all Statutory components (EPF, ESI & Bonus)** with period of completion of 36 (**Thirty- Six**) Months.

Tender documents may be downloaded from GeM portal: <https://gem.gov.in> and Airports Authority of India website www.aai.aero (for reference only) as per the schedule given in CRITICAL DATE SHEET under.

Critical Dates

Sl.No.	Activity	Date	Time in IST
1.	Publishing Date	02.01.2025	1130 Hrs.
2.	Bid Submission End Date	23.01.2025	1700 Hrs.
3.	Last date and time of submission of original BG against EMD	28.01.2025	1700 Hrs.
4.	Opening of envelope- I (Eligibility & Technical bids) on the GeM portal	29.01.2025	1700 Hrs.
5.	Opening of envelope- II (Financial bids) on the GeM portal of the eligible bidders	Will be intimated later.	

Last date and time of submission of tender documents is in CRITICAL DATE SHEET

Earnest Money Deposit (EMD) of Rs. 4,81,982/- (Rupees Four lakhs, Eighty-one Thousand, Nine Hundred and Eighty-Two Only) (including GST) will be required to be paid offline in form of Demand Draft / Bank Guarantee(BG) from Nationalized or scheduled bank (but not from co-operative or Gramin bank).

AAI Bank & Account Details for preparation of **Bank Guarantee (BG)** are as follows: -

Name	AIRPORTS AUTHORITY OF INDIA
Bank Name	ICICI BANK
IFSC Code	ICIC0000007
BG Advising Message	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
Unique Identifier Code	AAITRIPATI To be mentioned in field 7037 of the BG advising message code

AAI has made arrangement for verification of Bank Guarantees received from

Vendors/Customers/Concessionaries through Structured Financial Messaging System (SFMS) of ICICI Bank. The System will operate on pan India basis.

While submitting the documents to the BG issuing bank, the bidder will also submit letter to the issuing bank as per the format provided in **ANNEXURE-10**. Based on the inputs received from the bidder, the BG confirmation message through SFMS will be triggered to the beneficiary bank i.e. ICICI bank and on the basis of unique identifier code, the BG confirmation mail will be received in the BG verification email ID bgv.tripati@aai.aero

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

Name	AIRPORTS AUTHORITY OF INDIA
Account Number	40531327377
IFSC Code	SBIN0006677
Bank	SETIPALLE BRANCH, TIRUPATI (06677)

The original documents against EMD should be sent via Speed Post to the **O/o Airport Director Tirupati, Airport** mentioned in CRITICAL DATE SHEET. The details of documents physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.

1. BID SUBMISSION:

Bidders are advised to visit this website regularly to keep themselves updated as any change/modification in the tender will be intimated through this website only. Bids shall be submitted online only at GeM portal: <https://gem.gov.in>.

Tenderer/Agency are advised to follow the instructions “Instructions to Bidder for Online Bid Submission” provided in the Appendix-A” for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Following 2 covers shall be submitted through online GeM -portal by the bidder.

Cover I (EMD, PO & Technical Bid folder): -

The tenderer shall upload the Signed/ Digitally signed file of scanned documents in support of their meeting each criterion in Cover I as mentioned below.

A. Proof of EMD:

Scanned copy of Online payment / Demand Draft / BG against EMD with copy of the SFMS (Structured Financial Messaging System) BG confirmation message sent by the BG issuing bank to ICICI bank (as per **Annexure-6**) along with letter of undertaking (as per **Annexure-8**).

B. Qualifying requirements of Agencies / firms:

- (i) Agency specialized in the similar nature of work having Permanent Account Number. The agency shall submit the relevant proof in this regard.
- (ii) The Bidder should have experience of similar works (definition of similar works as below) during the last five years ending on 31/12/2024. The bidder has to submit the relevant **work experience certificates** to the tune of 03 works each of 40% (i.e., **Rs. 32,13,210/-** {Rupees Thirty-Two Lakh Thirteen Thousand Two Hundred and Ten only}) of annual estimated value (or) 02 works each of 50% (i.e. **Rs. 40,16,513/-** {Rupees Forty Lakhs Sixteen Thousand Five Hundred and Thirteen (or) 01 works of 80% (i.e. **Rs. 64,26,420/-** {Rupees Sixty Four Lakhs Twenty Six Thousand Four Hundred Twenty Only}) value of the annual estimated value in last 05 years ending on 31/12/2024.

Similar works mean – Supply of bird & Animal Scarer and allied services in the operational area, Ground handling services, at Airports, Railway, Forest Department, PSUs/ Central Government/ State Government, etc.

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work. 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) Permanent Account Number (PAN), PF & ESI Registration and Goods and Services Tax Registration No.
- (iv) Scanned copy of duly signed and stamped Unconditional Acceptance of AAI Tender Conditions (Performa given in Annexure-3).
- (v) Scanned copy of Affidavit (regarding payment of minimum wages & deduction of EPF/ESIC on non-judicial stamp paper value of 100/-)
- (vi) Undertaking regarding Debarment/Blacklisting as per Annexure-5
- (vii) Duly signed tender document shall be uploaded in GeM portal.
- (viii) Should have annualized average financial turnover of **Rs.24,09,908/- (Rupees Twenty-Four lakh Nine thousand Nine hundred and Eight only)** against works executed during last three years ending 31st March of the previous financial year. As a proof, copy of **Abridged Balance Sheet** along with **Profit and Loss Account Statement** of the firm and certificate from Chartered accountant should be submitted along with the application. Firms showing continuous losses for the last three years in the balance sheet shall be summarily rejected.
- (ix) All documents issued/attested by chartered accountant shall have UDIN. Any document issued/attested by chartered accountant without UDIN shall not be accepted.
- (x) Duly signed Pre-Contract Integrity Pact as per Annexure – 11.

C. Technical Bid

The technical bid shall contain documents for Technical Evaluation (Segregated type) having separate file of each criteria.

Clarification/ Shortfalls on Technical Bid Evaluation:

- i. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- ii. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- iii. Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

Technical Bid Evaluation

1. The Client shall follow the system where the technical bid and financial bid shall be evaluated separately.
2. The technical bid evaluation shall be done based on the following criteria:

Sl.No	Criteria	Conditions	Remarks/Documents for submission in technical bid folder
01	Agency turnover	Should have annualized average financial turnover of Rs.24,09,908/- against works executed during last three years ending on 31st March of the previous financial year.	Firm turnover is defined as the average turnover of firm over the last 3 years ending on 31st March of the previous financial year. Chartered Accountant verified / audited turnover statements (with UDIN) to be furnished as proof for the same.
02	Work experience	Certificate from client of having satisfactorily completed (i) One work of each of Rs. 64,26,420/- (ii) Two works of similar nature each of Rs. 40,16,513/- (iii) Three works of similar nature each of Rs. 32,13,210/- in a single contract if similar nature of work during last five years ending on 31.12.2024.	Similar works means – <i>Supply of bird & Animal Scarer and allied services in the operational area, Ground handling services, at Airports, Railway, Forest Department, PSUs/ Central Government/ State Government, etc.</i> Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement / status of ongoing work

3. Financial Bid of the Bidder who qualifies in Technical Evaluation shall be opened. **Work shall be awarded to the bidder with lowest financial quote.**

4. The bidder who qualified in the technical evaluation stage shall only be considered for opening of financial bids. The time / venue for the **Financial Bid** opening will be intimated to the bidders.

5. Financial Bid Opening Procedure

a. The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders / their authorized representatives, who choose to be present at the time of opening of the financial bids.

b. Absence of bidders or their authorized representatives shall not impair the legality of the process.

~~e. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid price would be arrived at after detailed scrutiny / correction of arithmetical error in the financial bid.~~

d. Work shall be awarded to the bidder with lowest financial quote.

e. Bidders are required to upload “Item wise Price breakup of quoted amount” on GeM portal as per the format falling which, bid will be rejected. Bidders to note that this price break up shall not be a part of L1 evaluation. However, the price breakup document upload by the bidder will be considered as part of the contract.

f. If the total quoted amount (sum of Item wise price breakup) of the bidder is different from their quoted amount on GeM portal, then bidder shall be disqualified.

g. If bidder’s total quoted cost is less than the total cost of manpower specified in tender document (as per minimum wages inclusive of PF, ESI, Bonus) plus GST@18%, then bidder shall be disqualified.

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

Cover-II: - The Financial e-bid through GeM Portal.

1. 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 coloured (unprotected) cell with their respective financial quotes and other details (such as name of the bidder). No other cell 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.

2. Original EMD (if paid offline) to be sent to **O/o Airport Director AAI, Tirupati, Airport, Andhra Pradesh - 517520** on or before the date and time as specified in the tender document. **Tender of the**

tenderers whose EMD is not received by the time as specified in the tender document, then their tenders will be summarily rejected. Any postal delay will not be entertained.

3. Refund of EMD of unsuccessful bidders who fail to qualify the eligibility / technical stage shall be initiated within minimum 7 days of their rejection. For all bidders who qualify and their financial bids are opened the refund of EMD of all unsuccessful bidders shall be processed within minimum 7 days of opening of the financial bid.
4. 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 the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/Temporary or Permanent debarment/blacklisting by any department of AAI/MoCA/ DoE (Debarment applicable for all Ministries/Departments). AAI reserves the right to verify the credential submitted by the tenderer at any stage (before or after the award the 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 tenderer then AAI shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the firm.
 - b) The agency shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual /legal action.
6. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the AAI/MoCA/DoE (Debarment applicable for all Ministries/Departments). Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

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

Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

The terms “banning of firm”, ‘suspension’, ‘Black-Listing’ etc. convey the same meaning as of “Debarment”.
7. Consortium /JV companies shall not be permitted. No single firm shall be permitted to submit two separate applications.
8. If the entity participating in any of the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors / Partners / Proprietor of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to the Authority, then the said entity shall not be allowed to participate in AAI tenders.
9. Concessions to Indian Micro & Small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc., to be given as per the

provisions of Public Procurement Policy for MSEs order 2012 with up to date amendments shall be applicable except relaxation in conditions of prior turnover and prior experience. However, splitting of tender is not applicable.

10. BID OPENING: -

Cover-I: - Containing documents/technical bids (uploaded by the Agencies/firms) shall be opened on as mentioned in **CRITICAL DATE SHEET** The intimation regarding acceptance/ rejection of their bids will be intimated to the Agencies/firms through GeM portal.

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

Cover- II: - Date of opening of Cover-II (Financial bid) will be intimated later. (Depending upon Cover – I evaluation).

**Bid Manager
Tirupati, Airport**

CHECKLIST**PO PERFORMA/CHECKLIST FORMAT TO BE SUBMITTED BY THE BIDDER ALONG WITH APPLICATION FOR SHORT LISTING**

NAME OF WORK: “JOB CONTRACT FOR PROVIDING BIRD & ANIMAL SCARER AND ALLIED SERVICES IN THE OPERATIONAL AREA AT TIRUPATI, AIRPORT FOR THE PERIOD 36 months”.

Ref. No	Qualifying Criteria	Particulars	Enclosure Check Lists
A.	COVER- I (PQ/ Tech folder) shall contain		
1.	Name and address of the firm/ Email Address & telephone no of the contractor		Copy Enclosed: YES / NO
2.	Scanned copy of Details of Registration / License Organization / Deptt.		Copy Enclosed: YES / NO
3.	Signed/ Digitally signed Tender document		Copy Enclosed: YES / NO
4.	Duly Signed/ Digitally scanned copy of Tender Declaration.	As per Annexure - 2	Copy Enclosed: YES / NO
5.	Duly signed scanned copy of Signed/ Digitally signed Unconditional Acceptance letter	As per Annexure - 3	Copy Enclosed: YES / NO
6.	Scanned copy of duly signed Affidavit for Payment of Minimum Wages on Non- judicial stamp paper of Rs.100/-	As per Annexure - 4	Copy Enclosed: YES / NO
7.	Scanned copy of duly signed Undertaking for Non- Blacklisting / Debarring of Firm	As per Annexure - 5	Copy Enclosed: YES / NO
8.	Pre contract integrity pact	As per Annexure - 11	Copy Enclosed: YES / NO
9.	Permanent Account No. (PAN)		Copy Enclosed: YES / NO
10.	GST Registration No.		Copy Enclosed: YES / NO

11.	EPF Registration / Issuing authority		Copy Enclosed: YES / NO
12.	ESI Registration / Issuing authority		Copy Enclosed: YES / NO
13.	<p>Certificate from clients of having satisfactorily completed:</p> <p>One work of Rs. 64,26,420/- single contract of similar nature of work during last five years ending last due on 31.03.2024 in India.</p> <p>OR</p> <p>Two Works each of Rs. 4016513/ in a single contract of similar nature of work during last five years ending last due on 31.03.2024 in India.</p> <p>OR</p> <p>Three works each of Rs. 32,13,210/- in a single contract of similar nature of work during last five years ending last due on 31.03.2024 in India.</p>	Details of the One/ two/ three work(s) as applicable	Copy Enclosed: YES / NO
14.	Whether experience from Govt. organizations or private clients?	Firms showing work experience certificate from private agencies should submit TDS certificate in support of their claim for having experience of stipulated value of works	Copy of certificates enclosed: YES / NO
15.	<p>Turn Over: Annualized average Financial Turnover equivalent to Indian Rupees Rs. 24,09,908/- during last three financial years ending on 31.03.2024</p>	<p>Year INR (In Lakhs)</p> <p>2021-22</p> <p>2022-23</p> <p>2023-24</p>	<p>Proof of turnover Enclosed (Abridged balance sheet & Profit & Loss A/c): YES / NO</p> <p>CA certificate should bear UDIN.</p>
16.	Details of EMD		EMD Fee paid: YES / NO
B.	COVER- II (Financial Bid) shall contain		
1.	Financial bid through GeM portal	To be quoted online through GeM portal	
C.	Detail of any other information		

DECLARATION

I, () hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage found fake/incorrect, my EMD may be forfeited and I/we will be suspended for a period of one year and shall not be eligible to bid for AAI tenders from the date of issue of suspension order & action as deemed fit by AAI can be taken against me.

Place:

Date:

Signature with stamp
Authorized Signatory of the contractor/Firm

SPECIAL CONDITIONS OF CONTRACT

1. General Scope of Work

The scope of work consists of Job Contract for providing Bird & Animal Scarer and Allied Services in the Operational area at Tirupati, Airport. The work in general shall be carried out in accordance with the Specifications and as per directions of Officer- In-Charge/ Apron Control.

2. Period of Contract

The job contract shall be for a period of **three years** from the date of commencement. The contract periods may also be extended for **further period of One Year** on the same terms and conditions of the work award letter subject to satisfactory performance. AAI reserves the right to terminate the contract wholly or partially by giving 30 days' notice in writing to the contractor. However, if in the opinion of the operations-in-charge, it is observed that the contractor is not doing the work satisfactorily as per the terms and conditions of contract, and then the contract can be terminated with immediate effect without giving any reasons thereof.

3. The personnel engaged by the contractor shall be of unblemished character and antecedents, below 50 years of age and physically fit to carry out the assigned task as per terms and conditions of the contract/work order.
4. The contractor shall well acquaint and study carefully and get clarified about the site conditions, surroundings, approaches, working conditions, the materials, chemicals, machines, equipment, specifications, schedule of quantities, frequencies of different operations and conditions of the tender documents and to get clarifications and explanations, if required, from the Officer-in-Charge to fully appreciate the scope of work before quoting his rates.
5. To provide **20 Nos. Bird Chaser Manpower (semiskilled)** on the job contract per day throughout 365 days of the year (including National Holidays, other closed/gazette holidays, Saturday and Sunday) in (02) two shift, (10 Manpower in each shift) and **02 supervisor (skilled) in each shift** per day throughout 365 days of the year (including National Holidays, other closed/gazette holidays, Saturday and Sunday) both for 03 years of contract. 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 and factories act, 1948 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.
6. The contractor shall reduce the man power based on requirement from AAI in case of reduced runway. **Since there is extension of runway from 2285m to 3810m commissioning of the extended portion is in the final stage, after which RWY length will be increased, PDC is 28.02.2025. The estimated cost referred in NIT is for the RWY Length of 3810 m but in case the extended runway commissioning get delay the manpower deployed shall be 16 as mentioned below:**
 - i. **Number of Bird chasers to be engaged: 07 Nos. per shift (total 14 shifts).**
 - ii. **Number of supervisors to be engaged: 01 Nos. per shift (total 02 shifts).**

For reduced manpower bill shall be adjusted/raised on pro rata basis as per the requirement from AAI.

7. The contractor shall be responsible for the recruitment, retainment and retrenchment, salaries and other employments benefits of the employee of their establishment and for settlement of dispute arising out of the terms and conditions of services of the personnel. **Contractor's employees/ staff shall have no status or claim with AAI.**

8. **Entry Passes**

The entire work lies in the restricted area. **The Contractor shall apply in writing in advance of issue of necessary entry passes to workmen engaged by him.** Applicable fees for obtaining the passes shall be paid by the agency and the rates quoted are inclusive of such fees. Nothing extra shall be paid on this account. The tenderer has to make arrangements for police verification and security clearance for his agency and staff.

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 attendance is complete. The contractor should obtain security clearance through e-Sahaj/any other portals advised by AAI/BCAS and shall obtain the approval of their security program from BCAS.

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

- a. **The submission of applications for Airport Entry Pass (AEP)/Temporary Photo Identification Cards (PICs) in advance along with Certificate of Police Verification, AVSEC course certification and company security clearance (BCAS) etc. as per the prevailing practice and regulations of BCAS will be the responsibility of contractor. Any financial expenditure involved such as fees for PICs, Photos, fees for Police Verification, if any, will be borne by the contractor.**
- b. The AEP/ PICs has to be re-validated in advance to ensure that the employees are always in possession of their entry passes. No employee will be permitted in the operational areas without valid PICs. Employees without valid AEP/ PICs will be considered as equivalent to absence of staff and necessary recovery will be made from the bills of the contractor for this period.

9. **Security**

- a. The contractor and his employees shall abide by security regulations/ instruction framed by AAI, BCAS or the Police Authorities. Contractor shall obtain the necessary BCAS clearance certificate in the name of their company. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work in the operational area of the Airport. The contractor shall be fully responsible for the working of his staff.
- b. The contractor is responsible for getting AEP to be issued for their all workers in operational area time to time. AAI is not responsible for issuing the passes.
- c. In case, security clearance is rejected by BCAS, the contract will be terminated with immediate effect. If any firm's security clearance has been rejected by BCAS and didn't take clearance till

date will be considered as null and void.

10. The contractor will not sub-contract the job to any other person and will be solely responsible for the timely and qualitative completion of the job.
11. 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 ground and air within the airport operational area will be treated as contractor's failure and will invite penalty as per Tender Condition. The decision of AAI in this regard shall be final and binding to the parties hereto.
12. This is a comprehensive job contract for bird, animal scaring and allied works. This job contract includes manpower, equipment as well as consumables like crackers etc.
13. **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 of AAI before deployment of personnel. **The contractor shall ensure that his personnel use the bird and animal scaring devices only for bird/animal scaring. They shall not aim these devices at any human or aircraft. The contractor shall submit a certificate to this effect that his manpower is trained enough to handle the equipment's supply by AAI prior to commencement of work.**

14. Bird Chasers Qualification Requirements:

- a. Bird scaring will be done by trained Bird Chasers under specific instruction from Ops incharge / Work In-Charge managing the contract on behalf of AAI.
- b. The bird chasers deployed will be considered as **Semi-Skilled Manpower** as they have to operate the equipment's for scaring the birds and animals in operational area. The contractor will train the manpower before the start of the work. All the manpower engaged should be skilled enough to operate the equipment's.
- c. The minimum qualification of the **Bird Chasers (Semi-skilled)** shall be at least 10th pass. They shall be educated enough to **understand Telugu and commonly used English language**. They also shall bear good physical and mental standard to the satisfaction of the Operations In-Charge/Work In-Charge managing the contract on behalf of AAI.

Supervisors: -

- d. The supervisors engaged shall be **Skilled Manpower**.
 - e. He shall be trained properly to supervise the job contract. He should be accountable and answerable for any failure or unserviceable of equipment and manpower related issue on behalf of the contractor. Any failure or unserviceable or non-availability of equipment shall have brought to the notice of equipment section of AAI immediately for remedial action.
 - f. The proper deployment of manpower should be done by him and should report the status to the Operations In-Charge/Work In-Charge/or the Duty Officer of Control Tower.
 - g. The minimum qualification of the **Supervisor (Skilled)** shall be at least **12th plus Diploma /Graduate in any subject**. They shall be educated enough to **understand Telugu, Hindi and English language**. They also shall bear good physical and mental standard to the satisfaction of the Executive officer managing the contract on behalf of AAI.
15. The contractor has to submit his bill every month for the completed period of preceding one month with all supporting documents as required. The payment will be made (for manpower, equipments and consumables) on proportionate basis as per the actual work carried by the contractor as per

AAI/management requirement. Non-fulfilling of all the parameters of the work would attract proportionate deduction in the payments of the contractor. The payment will be made subject to the complying the provisions of payments to the workers of their **Minimum Wages, EPF, ESI & Bonus** as per the rule documentary proof to this effect shall be submitted by the contractor.

16. Rates: -

- a. The prices quoted shall be **inclusive of PF, ESI, Bonus and GST** and all other taxes, levies, duties, insurance, loading, unloading & transportation up to the site.
- b. The monthly bills shall be processed on submission of valid tax invoice.
- c. **PF & ESI amount** paid to the statutory authorities by the contractor shall be reimbursed on actual basis throughout the contract period on submission of the documentary evidence in next bill/final bill only. Contractor has to pay increased fair wages due to such increase, and AAI shall reimburse without contractor's overhead & profit on actual basis throughout the contract period on submission of the documentary evidence in next bill/final bill only. In case of non-payment of PF & ESI, necessary recovery/withheld against PF & ESI, from their RA Bill/ Final bill shall be made as decided by OPS-In charge and appropriate action will be initiated by AAI against the contractor. The decision of OPS-In charge is the regard will be final and binding on the Agency.
- d. **Minimum Bonus amount** as per latest Govt. rules or **8.33% of annual salary** whichever is higher will be paid to the deployed manpower by the contractor and the same shall be reimbursed without contractor's overhead & profit on actual basis throughout the contract period on submission of the documentary evidence in next bill/ final bill. In case of non-payment of bonus necessary recovery/withheld against bonus from their RA Bill/ Final bill shall be made as decided by OPS-In charge and appropriate action will be initiated by AAI against the contractor. The decision of OPS-In charge is the regard will be final and binding on the Agency.

17. Labour Wages & requirement of manpower:

- a. The contractor has to pay the prevailing minimum wages issued by the office of Regional Labour Commissioner/ Chief Labour Commissioner from time to time. However, the difference in minimum wages based on actual payment made to the labour and wages applicable at the time of submission of tender will be reimbursed including difference in EPF and ESI payment to the contractor on revision of minimum wages and no additional amount such as contractor's overhead & profit will be paid on this account. **In this regard the successful bidder shall submit an affidavit on non-judicial stamp paper of Rs.100 as per Annexure-4 before award of the work.**
- b. For the purpose of admitting the claim for reimbursement of statutory increase in wages paid by him, the contractor has to produce the required documentary evidence to the satisfaction of OPS-in-Charge.
- c. The payment to the manpower's engaged by the contractor is to be paid through NEFT/ RTGS/ Cheque **on or before 7th of every successive month** irrespective of Saturday, Sunday and bank holidays. Delay in payment will attract a penalty of Rs. 50 per day per employee and will be paid to his employee along with salary. **If any violation with respect to payment of wages for any two months in a contract period, necessary action for cancellation of contract, debarring of the agency from participating in future contracts in AAI as deemed fit, shall be initiated. The agency will not be allowed to participate in any of the tendering process in AAI till finalization of the decision.**

18. 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.

19. 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 vigilant

watch on the operational area and will intimate the Apron Control/ ATC Tower regarding any observation of unusual bird activity or animal intrusion.

20. The job contracts for controlling bird and animal hazard inside the operational area at Tirupati, Airport requires working in a safety sensitive and high security zone. Hence the successful tenderer has to follow the **security requirements as per the BCAS** and other safety norms in day to day working.
21. This job includes chasing away of cat, dogs, jackals, monkeys & other wild animals 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.
22. The Personnel deployed by the contractor shall ensure that the birds (kites, Mynah, Owl, Crow, etc.) and stray animals (cat, dogs, monkeys, 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.
23. An action plan for effective bird and animal hazard control will be developed and submitted to this office for concurrence by AAI management.
24. **A documented procedure for stock management, accounting, issue, distribution and consumption of Crackers, Zon Gun cylinders to/by bird chasers on daily basis or periodic basis shall be developed by the contractor/ Agency and get it checked by Operations Incharge to avoid any misuse of Crackers and the same shall be made available to this office for inspection, record and billing purpose.**
25. There will not be any extra payment for differences in consumables with those documented in the stock registers to the tenderers. The authority or his representative is authorized to carry out physical verification of the stocks registers and manpower deployed at any time at their discretion.
26. **The daily deployment of manpower, use of crackers, Zon Gun Cylinders and its stock register** will be maintained by the Supervisor of the contractor and the same should be intimated to the OPS In-Charge or any person to whom the OPS In-Charge will be nominated for same. All the Registers/records should be signed by the contractor or his representative and any Official to whom OPS In-Charge authorized for the same.
27. Safety precautions will be taken while using the crackers. The bird chasers will remove the residuals of the used crackers as this may create/generate FOD inside the operational area. The manpower will be extra vigilant during summer season towards removal of residuals of the used crackers as there is a chance of dry grass fire inside ops area. The manpower will keep with them water cans and fire bats provided by AAI to tackle any such incident immediately and inform the control tower/ Apron Control as early as possible for safe flight operation.
28. 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 sub soil(so far as is practicable), the form and the nature of the site, the means of access to the site, the accommodation they may require, working conditions excluding space for stacking of materials, installation of T&P, rates of various materials to be incorporated in works, conditions affecting accommodation and movement of labours etc. and in general shall themselves obtain all necessary information as to risks, contingencies and other Circumstances which may influence or affect 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 misunderstanding or otherwise shall be allowed.

29. 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 licence obtained as per the provisions of the Contract Labour (R& A) Act 1970.
30. Period of contract shall be **Thirty six months** from the date of commencement of work, extendable by **One Years** on satisfactory performance.
31. The tenderer shall submit Break-up of his quote clearly mentioning the rates of each item in the format provided such that the rates of each category are mentioned clearly. The offer of the bidder, whose breakup of rates found to be not in conformity to the tender specifications, shall be liable for rejection without any further clarification/intimation.
32. 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.
33. The work shall commence from the 15th day after the date on which the In-charge issues written orders to commence work or from the date of handing over of site whichever is later. 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.

34. **Agreement**

The contract agreement shall be executed on a non-judicial stamp paper of value of Rs.100/- and the cost of stamp paper shall be borne by the contractor within 15 days of issuing of award of work. No running bill shall be paid before signing the agreement.

35. **Security Deposit**

- (i) The agency, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 10% of the tendered amount.
- (ii) The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit AAI at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of fixed deposit receipts or guarantee bonds of Nationalised Bank or any Scheduled Bank but not Co-Operative or Gramin Bank. In case a fixed deposit receipts or Guarantee Bonds of any Bank is furnished by the contractor to the AAI as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the AAI to make good the deficit. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by AAI on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in ~~fixed deposit receipts~~ or Guarantee Bonds tendered by the Nationalised bank or Scheduled Banks (but not any Co-operative or Gramin

bank) endorsed in favour of the Airports Authority of India, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit. The security deposit as deducted above can be released against bank guarantee issued by Nationalised Bank or any Scheduled Bank (but not from Co-operative / Gramin Bank), on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs.5 lakh.

Other terms & conditions of Security Deposit/ Performance Security:

- a. In case successful bidder fails to submit the PBG/SD within the stipulated period interest @ 12% p.a. on Performance Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted from Final Bill.
 - b. In case successful bidder fails to submit performance bank guarantee/SD within 30 days, AAI reserves the right to cancel the work order.
 - c. The performance guarantee/SD amount shall be payable to AAI without any condition what so ever and the guarantee shall be irrevocable.
 - d. The performance guarantee/SD shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:
 - I. The transportation job under the contract shall be satisfactory in all respects, certified by AAI.
 - II. 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.
- 36. Refund of PBG/Security Deposit – The PBG/SD so submitted shall be valid up to the period of the contract plus six months of the security period.** The period of contracts includes the actual/extended date of completion. The Security Deposit will be refunded after six (06) months from the date of satisfactory completion of the contract period. No interest shall be payable by the Authority on the account 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 AAI in this regard shall be final and binding.
- 37.** The Contractor shall discharge obligations as provided under various applicable statutory enactments including EPF and miscellaneous provision act 1952, ESI Act 1948, 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 Wages Act 1936, the Workmen's Compensation Act 1923, Bonus Act and other relevant act, rules and regulations, instructions etc. issued / enforced from time to time.
- 38.** On commencement of the contract, the contractor shall continue to have valid ESI, PF code number and GST Registration Number till conclusion of the contract. AAI reserves the right to withhold any payment; if ESI, PF and GST contribution/payments are not paid by the contractor and proof to that

effect have not been produced regularly by the contractor. Non production of PF and ESI challans of monthly subscription before its due date but not later than 21st of every month by the contractor, shall be liable for action against the contractor and also suitable penalty shall be levied as deemed fit.

- 39. The contractor quoted rate should be inclusive of all statutory labour components of EPF, ESI and Bonus as per prevalent Govt. guidelines. All these payments made by the contractor for this contract will be reimbursed on production of documentary evidence/proof of depositing such amount to statutory/ regulatory authorities.**
- 40. The minimum wages have been taken as per Government of India, Ministry of Labour & Employment, Office of the Chief Labour Commissioner order File No.1/8(1)/2023-LS II dated 25.09.2024. Accordingly, the minimum wages for Bird & Animal Scarers Rs.614/- (Semi-skilled) and for Supervisor is Rs.739/- (Skilled). The contractor shall require to pay the minimum wages as amended from time to time. No escalation on item is applicable, however agency entitled to get reimbursement of hike in Minimum Wages, PF, Bonus, ESI contribution on production of documentary evidence.**
41. The contractor shall regularly submit all relevant records / documents to AAI representative for verification and upon such satisfaction only, AAI will allow reimbursement of the amounts paid.
42. The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and give suitable direction for undertaking the contractual obligations.
43. The contractor shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the Authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
44. The wages to the employees shall be disbursed directly to the bank accounts of the respective employees concerned and necessary bank transfer statement to be submitted to the Authority as proof of salary paid on monthly basis along with the monthly bills.
45. AAI shall have the right to terminate the contract if the services provided by the contractor are not found satisfactory, after giving 30 days' notice. Similarly, the case of foreclosing / abandoning the contract a written notice of 30 days shall be served by Registered Post or by hand at the respective address notwithstanding the above the contractor shall however continue to provide the services as required in the contract for further 90 days or till new tender is awarded whichever is earlier.
46. The contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of works in full but which he did not derive in consequence of the foreclosure of the whole.
47. 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.
48. AAI will not be responsible for any injury sustained by contractor's workers during the performance of their duties and also any damages or compensation due to any dispute between him/her and his/her workers. All the persons employed shall be insured. 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.

49. The contractor shall furnish character & antecedent and other 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.
50. In case it is noticed by the Authority that the work carried out by the contractor is not up to the required standards, written notice will be given to him warning him/her of the unsatisfactory state of work and asking him/her to improve upon the standards within the period specified by the OPS-In-Charge. In the event of the authority finding that there is no improvement and the work is not being carried out as per instructions, the authority will have the right to terminate the contract forthwith and forfeit the security deposit.
51. The contractor shall carry out the job as per specifications of the Authority and to their entire satisfaction. In case of complaints either as regards the nature of service or the personnel doing the same, the Authority will intimate to the contractor who shall attend to and sort out the complaints promptly.
52. 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.
53. The contract has to be completed satisfactorily for a minimum period of 50% of the award period; failing which 2% of the contract value shall be forfeited.

54. **Contractor's Liability and Insurance of Works:**

- i. From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all AAI's T & P from any cause whatsoever (save and except the Accepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all AAI's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the OPS-in-Charge.
- ii. Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.
- iii. The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the execution of Works and against all claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation thereto.
- iv. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, **insure at his own cost against any damage, loss or injury which may occur to any property (including that of the Employer) or to any person, including any employee of the employer by or arising out of the execution of works or temporary works or in carrying out of the contract.** Such insurance shall be affected

with any subsidiary of General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India having **total sum insured value as minimum 10% of contract value. The indemnity shall cover any one occurrence/all occurrences during the policy period.**

- v. The contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Factory act 1948 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.
- vi. All insurance mentioned above shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India.
- vii. The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the OPS-in-Charge has agreed to their cancellation in writing.
- viii. The Contractor shall prove to the operations-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period. A self-certified copy of such policies is required to be submitted to the OPS-in-charge.
- ix. The Contractor shall ensure that similar insurance policies are taken out by his subcontractors (if any) and shall be responsible for any claims or losses to AAI resulting from their failure to obtain adequate insurance protection in connection thereof. The contractor shall produce or cause to be produced by his subcontractor (if any) as the case may be, the relevant policy or policies and premiums receipts as and when required by the Operations-in-Charge. A self-certified copy of such policies is required to be submitted to the Operations-in-Charge.
- x. If the Contractor and/or his subcontractor (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case AAI may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by AAI from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- xi. In case contractor takes Contractor All Risk (CAR) Policy in joint name of AAI and Contractor for full tendered value along with **third party liability (minimum 10% of contract value or as applicable as per Insurance Regulatory Authority of India)** then there is no requirement for taking separate insurance by sub-contractors.

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

55. Replacing the employee: The contractor is liable to replace the employee on the following basis

- a) If the employee is not proficient enough to the requirement of the work.
- b) If the employee is misbehaving.
- c) If the employee is acting against the interest of AAI.
- d) If the employee is non punctual or irregular.
- e) If the output of the employee is not to the expectation of AAI.

The decision/assessment of Operations-in-charge on this matter will be final and binding.

56. The Contractor shall supply additional manpower on requirement of AAI based on written requirement from AAI due to likelihood of increased bird activity / animal menace for which the contractor shall submit separate bills as per the prevailing minimum wages. The contractor shall reduce the man power based on requirement from AAI due to reduced watch hours or Runway Closure.

57. Uniform:

The contractor/ agency has to provide every year during the currency of the contract, 2 sets of uniform (pant and shirt), 1 pair of safety shoes & 2 pair of socks to the staff. The pattern of the uniform along with the colours and materials shall be as approved by AAI. The style of wearing of uniform shall be to the decision of AAI. It shall be ensured that the staff deployed attends the duty in approved uniform during the entire period of contract; **within a period of one month from the date of award in case of first year of the contract or the date of commencement of second year as the case may be; failing which, AAI recover an amount of Rs. 200.00 per person per week** till the compliance of the same from the contractor's running/final bill, in the event of non-compliance of wearing uniform & shoes by workers on daily basis a recovery of **Rs. 50.00 per day** per person shall be made from running bills. In case only a part quantity of uniform is supplied, penalty on pro-rata basis of the above will be levied. The company name shall be stitched above the pocket/ at approved position on the shirt. All staff deployed under the contract shall be required to follow instructions of AAI in wearing the uniform in neat and suitable manner as directed by AAI.

58. Personal Protective Equipment (PPE)

The contractor/ agency has to provide every year during the period of the contract, 1 pair of gum boot, 1 raincoat, 1 reflective jacket and 1 umbrella to each of the staffs.

59. Insurance:

- i) If ESI not applicable (either due to the payment above the eligibility limit of ESI or due to limitations of implemented areas of ESI), the agency shall provide cover to each person engaged at the site under the Workmen's Compensation Act provisions, the premium towards the same shall not be reimbursed by AAI.
- ii) Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI property, or to any person for at least the minimum amount of 10 % of the contract value with unlimited number of occurrences (including any employee of AAI) by or arising out of carrying out of the Contract.

60. Payment Terms:

- a. Payment shall be made on Monthly basis. The Agency shall ensure that the Monthly bill is to be submitted by 7th of every Month along with attendance sheet, proof of distribution of salary ESI & EPF Authority Submission Challans, and GST amount payments etc. The delay in release of payment for the bill will not affect the timely payment to workers. **Delay in payment will attract a penalty of Rs. 50 per day per employee** and will be paid to his employee along with salary. The Payment to the workers shall be made through RTGS/NEFT/Cheque only.
- b. The bills submitted by the contractor shall be verified and certified by the Operations In-Charge or his designated officer
- c. GST or any other tax on materials and also on the turn over, if any, in respect of this contract shall be payable by the contractor and AAI will not entertain any claim in whatsoever in this respect. The applicable GST shall be mentioned in the schedule of quantities while quoting.
- d. The final bill will be prepared on completion of the contract.

61. Specifications of the crackers are as follows: -

Samples- 1 Sound crackers, bursting on Ground.

Samples- 2 Throwing Crackers, bursting without light.

The contractor shall provide the match box and supporting item to fire the crackers inside the ops area.

The brand of the crackers shall be approved by the **OPS-In Charge, AAI, Tirupati, Airport.**

62. Right to accept or reject the tenders

The right to accept/reject the tender in full or in part/parts shall rest with AAI. However, AAI does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

Tenders, in which any of the particulars and prescribed information is missing or is incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.

63. Governing Law and Dispute Resolution

Any dispute arising out of this tender shall be governed by the laws of India and courts at the city of the Airport i.e., Tirupati, shall have the exclusive jurisdiction in all matters arising out of or in connection with this tender.

Note: - AAI's Mediation Policy has come into effect from 15.08.2022. So, the matters shall be dealt with as per AAI Mediation Policy.

Dispute Resolution Clause -

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

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

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

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

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

b. When the amount involved is Rs. 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the other party, as per format annexed with AAI Mediation Policy.

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

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

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

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

64. GENERAL SPECIFICATION:

a. **MANPOWER:** -Minimum number of manpower to be engaged in each shift shall be as per the schedule given below. At any day the manpower deployed shall not be less than 20 excluding the supervisor.

i. Number of Bird chasers to be engaged: 10 Nos. per shift (total 02 shifts).

ii. Number of supervisors to be engaged: 01 Nos per shift (total 02 shifts).

b. WORKING HOURS:

i. Within airport watch hours (expected between 06.00 IST to 22.00 IST) for Personnel engaged in bird and animal scaring in 02 shifts. **Note: One shift = 08 hours.** The deployment of manpower and shift timings may be altered as per the requirement and the decision of Operations In-Charge shall be final in this regard.

ii. The manpower engaged shall be **20 Semi-skilled** categories, **02 Skilled** categories and necessary training in respect of the job to be performed, security measures and safety awareness to be provided by the contractor at his own cost for carrying out the job satisfactorily and nothing extra on any account shall be given by AAI. The deployment of manpower in each shift shall be made in co-ordination with Operation In-charge.

iii. **However, the final deployment pattern shall be as per the operational requirement and as per the instruction of Operations In-Charge. The deployment and change of shift will be carried out by AAI vehicle (Operational Jeep) in consultation and co-ordination with ATC control tower and Motor Transport Department. The handling of bird scaring equipment and other consumables shall be as per the instruction of Work In-Charge of the contract. An action plan in this respect shall be developed in coordination with Apron Control and ATC, and the same will be strictly followed by all the manpower deployed.**

c. CONSUMABLES (CRACKERS):

S.No.	Name of Consumables	SPECIFICATION	Average crackers requirements for the contract
01	Provision of consumables like crackers	As per discretion of OPS-In Charge, AAI, Tirupati, Airport	80 pieces (Approx.) per day

- i. Use of Crackers may be varying from month to month subject to requirement for bird scaring. Monthly consumption is more in monsoon season and winter season & less in summer.**
- ii.** Storing of crackers is the sole responsibility of the contractor. Obtaining permission/ licence from the local authority for storing and use of cracker will be the sole responsibility of the contractor. The daily consumption record shall be maintained by the Contractor and counter signed by AAI officer on daily basis. The detailed consumption of cracker for the month shall be attached on the monthly bill for payment to the party. Xerox copy of the vouchers of the procured crackers shall be supply to AAI for record purpose.
- 65. PENALTY:** The following **additional penalties** will be imposed on the Contractor (Apart from proportionate deduction of each item) for not deploying the Manpower as per plan /chart, non-provision of utility item for the job, confirm bird hit cases inside the airport, non-wearing of Uniform / High Visibility jacket etc.: -

S.no	Description	Per Unit /Day	Penalty (In Rs.)
1.	Confirmed bird Strike inside Airport	Per occasion	5000
2.	Failure to provide Bird & Animal chaser (Manpower)	Each	1.25 times of daily wages
3.	Un-serviceability of Zone Gun	Each	200
4.	Non-provision of the Crackers	Per occasion	500
5.	Not Wearing of high visibility jacket (Orange colour)	Per person per day	200
6.	Non-provision of Umbrella, Rain Coat, Gum Shoes , dead bird removal Scoop, Torch and Face Mask (triple layer) to bird chaser for animal/bird chasing job	Per person per day	200
7.	Not Wearing proper uniform	Per person per day	50
8.	Non-payment of timely salary to the employee	Per person per day	50

C

Confirmed bird strike inside airport means any reported collision between a bird or other wildlife and an aircraft for which evidence in the form of a carcass, remains or damage to the aircraft is found. Any wildlife (bird/animal) found dead on an airfield where there is no other obvious cause of death (e.g. strike by vehicles in the operational area, etc.)

Non-provision cracker means at any moment if the designated inspection team made by the management found that the manpower deployed by the contractor does not have any cracker with him for scaring bird chasing job or the supervisor of the contract reported there is no cracker for the bird scaring job.

Penalty for Non-payment of timely salary to the employee will be paid to the employees proportionally. If delay found to be made intentionally, suitable action for withheld of the bill will be made. Again, if delay of payment crossed more than one month, action for termination will be initiated.

66. 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 OPS-in-Charge, any damage to AAI property or public or private property whatsoever caused thereon by the contractor.
67. The contractor shall be fully responsible for any damage to the Government property done on his part & shall make good the same at his own cost.
68. **Force Majeure**

a. Force Majeure

As used in the Agreement the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in India of any or all of event, if it affects the performance by the Party claiming the benefit of Force Majeure (“Affected Party”) of its obligations under this Agreement and which act or event

- i. is beyond the reasonable control of the Affected Party, or
- ii. the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, or
- iii. has material adverse effect on the Affected Party.

A Force Majeure Event shall mean one or more of the following acts or events:

- i) nation-wide lawful strike or lockout by persons other than the Concessionaire’s / agency's personnel, employees and workmen; or
- ii) acts of God, fire, flood, lightning, storm, tornado, earthquake, landslide, soil erosion, epidemics, pandemics, volcanic activity, tsunami or other natural disaster excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Airport by the Affected Party or those employed or engaged by the Affected Party unless it is or was essential for the performance of obligations under this Agreement; or
- iii) loss of or serious accidental damage at the Airport; or
- iv) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, rebellion, terrorism, revolution, insurrection, military or usurped power, blockade, embargo, hostilities (whether war declared or not), revolution, riot, bombs or civil commotion or civil war; or
- v) any act, event or circumstance of a nature analogous to the foregoing. Constituting or causing Force Majeure:
 - i) failure or inability to make any payment; or
 - ii) the effect of market conditions unless such market conditions were themselves

caused by or were a result of a Force Majeure event; or

- iii) strikes or labour disputes of any kind or collective bargaining agreements, by/of Concessionaire/agency, resulting in a delay or stoppage of work (other than strikes, labour disputes on a nationwide basis; or
- iv) economic hardship.

b. Duty to Report Force Majeure Event

Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- i. the nature and extent of each Force Majeure Event which is the subject of any claim for relief with evidence in support thereof;
- ii. the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- iii. the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- iv. any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified, other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information, and such other information as the other Party may reasonably request the Affected Party to provide.

c. Allocation of Costs Arising out of Force Majeure

- (i) Upon occurrence of any Force Majeure Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
- (ii) Save and except as expressly provided in this Clause 52, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

d. Effect of Force Majeure Event

- i. The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure

the same with due diligence.

- ii. It is agreed by the Parties that when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

e. Termination notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty-five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Clause 52, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice."

69. Declaration:

The Terms and Conditions given in this section of the Tender Document have been read and understood properly. The same are hereby accepted unconditionally and shall be complied with.

**(Signature of Bidder/authorized signatory)
(With Rubber Stamp)**

SCOPE OF WORK

- The personnel engaged by the contractor shall be of unblemished character and antecedents, below 50 years of age and physically fit to carry out the work of Bird & Animal scarring and allied services at the airport.

Their duties and responsibilities would be as follows:

- To guard the airfield by scaring and chasing the dogs/animals/birds from operational area and ensure it is obstruction free.
 - To remove dead insects / birds / animals from operational area and burying them.
 - To assist in allied services like grass cutting, removal of grass etc. from operational area during non-flying period.
 - To remove foreign objects detected (FOD) from the airfield.
 - To follow the SOPs in place for bird & animal scaring and Dos and Don'ts while in operational area.
 - To observe the bird/animal activity and maintain bird and animal sighting register
- The bird & animal scarring personnel engaged by the contractor are transferable from one location to another as per the directions of AAI.
 - Supervisor shall be responsible for deployment of Bird Chasers and carry out supervisory duties envisaged under the job contract.
 - The required number of Bird & Animal Scarer to perform the work to the satisfaction of In-charge shall be provided on all days during operational hours of the Airport
 - The contractors shall deploy Bird & Animal Chasers/ Scarers at the following identified locations in two (02) shifts along the length of the Runway (**Length: 3810 meters**) and two Supervisor in each, including national holidays, during the operational hours of airport.

S.No.	LOCATION OF WORK	CATEGORY	PERIOD OF WORK	MANPOWER REQUIRED PER SHIFT	NO. OF SHIFTS	TOTAL MANPOWER PER DAY
1.	At 200 m from north side from RWY 26 beginning	Bird & Animal Chaser (Semi-Skilled)	Per shift	01	02	2
2.	At 600 m on south side from RWY 26 beginning	Bird & Animal Chaser (Semi-Skilled)	Per shift	01	02	2
3.	At 1000 m on North side from RWY 26 beginning	Bird & Animal Chaser (Semi-Skilled)	Per shift	01	02	2
4.	At 1400 m on south side from RWY 26 beginning	Bird & Animal Chaser (Semi-Skilled)	Per shift	01	02	2
5.	At 1800 m on North side from RWY 26 beginning	Bird & Animal Chaser (Semi-Skilled)	Per shift	01	02	2
6.	At 200 m from North side from	Bird & Animal Chaser (Semi-	Per shift	01	02	2

	RWY 08 beginning	Skilled)				
7	At 600 m on south side from RWY 08 beginning	Bird & Animal Chaser (Semi-Skilled)	Per shift	01	02	2
8.	At 1000 m on North side from RWY 08 beginning	Bird & Animal Chaser (Semi-Skilled)	Per shift	01	02	2
9.	At 1400 m on South side from RWY 08 beginning	Bird & Animal Chaser (Semi-Skilled)	Per shift	01	02	2
10.	At 1800 m on North side from RWY 26 beginning	Bird & Animal Chaser (Semi-Skilled)	Per shift	01	02	2
11.	All Areas/ Operations Jeep/Overall Supervision	Supervisor (Skilled)	General shift	01	02	2
TOTAL						20+2 = 22

6. The Contractor shall supply additional manpower on requirement of AAI based on written requirement from AAI due to likelihood of increased bird activity / animal menace for which the contractor shall submit separate bills as per the prevailing minimum wages.

7. The contractor shall reduce the man power based on requirement from AAI in case of reduced runway. **Since there is extension of runway from 2285m to 3810m commissioning of the extended portion is in the final stage, after which RWY length will be increased, PDC is 28.02.2025. The estimated cost referred in NIT is for the RWY Length of 3810 m but in case the extended runway commissioning get delay the manpower deployed shall be 16 as mentioned below:**

- **Number of Bird chasers to be engaged: 07 Nos. per shift (total 14 shifts).**
- **Number of supervisors to be engaged: 01 Nos. per shift (total 02 shifts).**

For reduced manpower bill shall be adjusted/raised on pro rata basis as per the requirement from AAI.

8. The contractor shall provide manpower to assist in operation of bird scaring/chasing equipment provided by AAI.
9. As the site of work is in the restricted area, the contractor is required to obtain Aerodrome Entry Permit (AEP) for his staff, to be issued by BCAS, through AAI. Applicable fees for obtaining the passes shall be paid by the agency and the rates quoted shall be inclusive of such fees. Nothing extra shall be paid on this account. Police Verification Certificates are to be obtained for all the staff to be deployed by him under this contract.

10. **Uniform:** The Contractor shall provide reflective jackets, raincoats, gumboots and two sets of uniform to the workers every year at his own cost. Nothing extra shall be payable on this account. Necessary deduction towards **uniform cost @ Rs50/- per person** per instance will be made if the workers of the contractor are not found in uniform while on duty.

11. As the site of work is in the restricted area, the contractor is required to obtain Aerodrome Entry Permit (AEP) for his staff, to be issued by BCAS, through AAI. Applicable fees for obtaining the passes shall be paid by the agency and the rates quoted shall be inclusive of such fees. Nothing extra shall be paid on this account. Police Verification Certificates are to be obtained for all the staff to be deployed by him under this contract.
12. The contractor shall comply with the security rules and regulations being enforced from time to time at the work place.
13. The contractor shall be responsible for Bird & Animal scarring and allied services in operational area of the airport.
14. The work has to be performed as per the instructions of OPS In charge and his authorized officials.

TENDER DECLARATION

To,

Airport Director,
Airports Authority of India,
Tirupati, Airport,
Andhra Pradesh- 517520

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

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

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

If I / we fail to commence work as specified, I / we agree that A.A.I. or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to be suspended for a period of one year and they shall not be eligible to bid for AAI tenders from the date of issue of suspension order.

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

I (_____) hereby declare that the documents submitted/ enclosed are true and correct. In case any document at any stage found fake/incorrect, my EMD may be forfeited and action as deemed fit by AAI, Tirupati, Airport can be taken against me.

Date:

Signature of Contractor

TENDER ACCEPTANCE LETTER
(To be given on Contractor's Letter Head)

To,

Date:

**Airport Director
Airports Authority of India
Tirupati, Airport**

Sub: Acceptance of Terms & Conditions of Tender.

(Tender ID No: _____)

Name of Work: -Job Contract for Providing Bird & Animal Scarer and Allied Services in the Operational Area at Tirupati, Airport for the Period of Three years.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from GeM Portal web site(s) namely: <https://gem.gov.in> as per your advertisement, given in the abovementioned website(s).
2. I / We hereby certify that I / we have inspected the site and read the entire terms and conditions of the tender documents, corrigendum(s) and reply to query if any made available to me/ us which shall form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. I / We hereby unconditionally accept the tender conditions of AAI's tender documents in its totality / entirety for above mentioned work.
4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe/gratification, I will immediately report it to the Appropriate Authority in AAI'.
5. I/ We hereby submitted that I/ We paid/ submitted the required earnest money as per NIT conditions
6. I / We certify that all information/ documents furnished by our Firm is true & correct and in the event at any stage, the information/ documents is found to be incorrect/ untrue or found violated, then we shall be liable for debarment from tendering in AAI without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(To be submitted in Envelope – I)

AFFIDAVIT FOR PAYMENT OF MINIMUM WAGES

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

I am competent to swear this affidavit on behalf of... ..
... ..(Name of agency). I state that, in the event of the 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.

DEPONENT

Place:

Date:

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

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

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

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

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

Place:

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

FORM OF BANK GUARANTEE AGAINST EARNEST MONEY DEPOSIT

WHEREAS, contractor _____ (Name of contractor) (hereinafter called “the contractor”) has s u b m i t t e d his tender dated _____ (date) for the construction of “ _____ ” (name of work) (hereinafter called “the TENDER”).

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

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

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

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

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

DATE

SIGNATURE OF THE BANK

WITNESS
(SIGNATURE NAME AND ADDRESS)

SEAL

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

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

(On Non-Judicial Stamp Paper)

To
Airport Director,
Airports Authority India
Tirupati, Airport

1. In consideration of the Airports Authority India having its head office at New Delhi (hereinafter called the "AAI" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract Agreement No. _____ dated made between _____ and AAI in connection with the work of _____ (hereinafter called the said contract), to accept Deed of Guarantee as herein provided' for Rs.____(Rupees _____only) from a Nationalized Bank in lieu of the Security deposit to be made by the contractor or in lieu of the deduction to be made from the contractor's bills, for the due fulfillment by the said Contractor of the term and conditions contained in the said Contract. We, the _____ bank (hereinafter referred to as "the said Bank" and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified AAI from time to time to the extent of Rs. _____ (Rupees____only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said contract and to unconditionally pay the amount claimed by AAI on demand and without demur to the extent aforesaid.
2. We, the _____ Bank, further agree that AAI shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI on account thereof and the decision of AAI that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by AAI from time to time shall be final and binding on us.
3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contracts and till all the dues of AAI under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the Accepting Authority of the contract certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee subject, however that AAI shall have no claim under this Guarantee after 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e.,_(date) or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. AAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of terms and conditions governing the said Contract or securities available to AAI and the said Bank shall not be released from its liability under these presents by any exercise by AAI of any liberty with reference to the matters aforesaid or by reason of time being

given to the said Contractor or any other forbearance, act or omission on the part of AAI or any indulgence by AAI to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would but for this provisions have the effect of soreleasing the Bank from its such liability.

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

In presence of:

Dated this _____ Day of _____ .

WITNESS

1. For and on behalf of (The Bank)
- 2.

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

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

Signature _____ Name _____ Designation _____ Dated _____

Note:

***For Proprietary Concerns**

Shri _____ resident of _____
son of _____

carrying on business under the name and style of _____ at _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

For Partnership Concerns

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

For Companies

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

Format for Letter of undertaking from the Depositor to Bank

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

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

The Branch Manager,
.....Bank,
.....

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

Sir,

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

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

Signature of the Depositor

Place:
Date:

Advisory: For Applicant and its BG issuing Bank branch.

It is to be noted that along with physical; BG; we have also activated an online facility to view the issued BGcover message transmitted to ICICI Bank through SFMS platform.

1. For availability of BG in this platform, it is necessary that BG issuing/amending bank send the BG advice in the form of message format **IFN 760COV (BG Issuance) / IFN 767COV (BG amendment) via SFMS (Structured Financial Messaging System)** as provided by RBI.
2. In the event of BG issuing /amending bank not sending the message IFN 760COV/IFN 767COV or **committing any error while capturing the details** at least in the below filed. **BG confirmation through online portal would not be updated.**

Request you to notify your bank (BG issuing bank) to update below details at time of submission of BG issuance/amendment request to their respective banks.

BG advising message – IFN 760COV / IFN 767COV via SFMS

IFSC CODE : ICIC0000007

Corporate Name : Airport Authority of India

Field Number**Particulars (to be mentioned in Row 1)**

7037

<unique identifier> (List attached)

Please note that the issuing bank while issuing/amending the BG, should ensure that the above information is correctly captured in the message i.e. IFN 760COV/IFN 767COV.

Please find below indicative request letter format to be sent to issuing bank for ensuring transmission of BGs through SFMS.

S. No.	NAME OF THE AAI UNIT	E mail ID	UNIQUE IDENTIFIER CODE (7037)
1.	TRIPUTI	bgv.tripati@aai.aero	AAITRIPATI

**Request letter: Transmission of Bank Guarantee cover Message(to be submitted
by applicant to BG issuing bank)**

Date :

The Manager

(Bank)

(Branch)

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

Dear Sir/Madam,

I/we.....request you to include unique identifier AAIRHQ-SR in field 7037 of the SFMS cover messages IFN COV 760 (for BG issuance) and IFN COV 767 (for BG amendment) while transmitting the same to the beneficiary bank (ICICI Bank – IFSC-ICIC0000007).

Thanking you,

(Vendor/Customer/Concessionaire)

PRE CONTRACT INTEGRITY PACT

This Pact made thisday of between Airports Authority of India, a body corporate constituted by the Central Government under the Airports Authority of India Act,1994 and having its Corporate Office at Rajiv Gandhi Bhawan, New Delhi, and offices at in India, hereinafter called the Authority (which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman, or Member, Executive Directors, Airport Directors ,officers. or any of them specified by the Chairman in this behalf, and shall also include its successors and assigns) of the one part

AND

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

WHEREAS the Authority intends to award, under laid down organizational procedures, tender/ contract for -----”. The Authority, while discharging its functions on business principles, values proper compliance with all relevant laws and regulations, and the principles of natural justice, ethics, equity, fairness and transparency in its relations with the Bidders/ Contractors.

WHEREAS the Authority is desirous to make its business mechanism more transparent, thus to ensure strict adherence of the aforesaid objectives/goals, the Authority hereby adopts the instrument developed by the renowned international non-governmental organization “ Transparency International” (T I) headquartered in Berlin (Germany).The Authority will appoint an Independent External Monitor (IEM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

AND WHEREAS the Bidder is submitting a tender to the Authority for “-----”. In response to the NIT (Notice Inviting Tender) dated Contractor is signing the contract for execution of “-----”.

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

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

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

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

1. Commitments of the Authority;

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

3. Commitments of Bidders/Contractor.

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

- 3.1 The Bidder/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 (i) The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Authority.
- 3.2 (ii) The Bidder /Contractor has not entered and will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any actions to restrict competitiveness or to introduce cartelization in the bidding process.

- 3.3 The Bidder/Contractor shall, when presenting his bid, disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 The Bidder/Contractor shall when presenting his bid disclose any and all the payments he has made or, is committed to or intends to make to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor further confirms and declares to the Authority that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Authority or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder/Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt Practice, unfair means and illegal activities.
- 3.9 The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder/Contractor will inform to the Independent External Monitor.
 - i) If he receives demand for an illegal/undue payment/benefit.
 - ii) If he comes to know of any unethical or illegal payment/benefit.
 - iii) If he makes any payment to any Authority's associate(s)
- 3.11 The Bidder/Contractor commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.12 The Bidder/Contractor shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.13 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the Bidder's/Contractor's firm, the same shall be disclosed by the Bidder/Contractor at the time filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.14 The Bidder/Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.
- 3.15 That if the Bidder/ Contractor, during tender process or before the award of the contract or during execution of the contract/work has committed a transgression in violation of section 2 or in any other form such as to put his reliability or credibility as Bidder/Contractor into question, the Authority is entitled to disqualify him from the tender process or to terminate the contract for such reason and to debar the BIDDER from participating in future bidding processes.

4. Previous Transgression

- 4.1 The Bidder/Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidders's exclusion from the tender process.
- 4.2 The Bidder/Contractor agrees that if it makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and he may be considered for debarment for future tender/contract processes.
- 4.3 That the Bidder/Contractor undertakes to get this Pact signed by the sub- contractor(s) and associate(s) whose value of the work contribution exceeds Rs 2.0 Crores. (Rupees Two Crore only.) and to submit the same to the Authority along-with the tender document/ contract before contract signing.
- 4.4. That sub-contractor(s)/ associate(s) engaged by the Contractor, with the approval of the Authority after signing of the contract, and whose value of the work contribution exceeds Rs 1.5 Crs. (Rupees One Crore Fifty Lacs.) will be required to sign this Pact by the Contractor, and the same will be submitted to the Authority before doing/ performing any act/ function by such sub-contractor(s)/ associate(s) in relation to the contract/ work.
- 4.5 That the Authority will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of section 4.3 or 4.4 above.
- 4.6 That if the Contractor(s) does/ do not sign this Pact or violate its provisions or fails to get this Pact signed in terms of Section 4.3 or 4.4 above. Authority will terminate the contract and initiate appropriate action against such Contractor(s).
5. Earnest Money, Security Deposit, Bank guarantee, Draft, Pay order or any other mode and its validity i/c Warranty Period, Performance guarantee/Bond.
While submitting bid, the BIDDER shall deposit an EMD/SD/BG/DRAFT/PAY ORDER ETC I/C WARRANTY PERIOD, PG/BOND, VALIDITY ETC, which is as per terms and conditions and details given in NIT / tender documents sold to the Bidders.
6. Sanctions for Violations/ Disqualification from tender process and exclusion from future Contracts.
- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the Authority to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- (iii) If the Authority has disqualified / debarred the Bidder from the tender process prior to the award under section 2 or 3 or 4, the Authority is entitled to forfeit the earnest money deposited/bid security.
 - (iv) To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Authority in connection with any other contract or any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes for a minimum period of three years, which may be further extended at the discretion of the Authority.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (xi) That if the Authority have terminated the contract under section 2 or 3 or 4 or if the Authority is entitled to terminate the contract under section 2 or 3 or 4, the Authority shall be entitled to demand and recover from the contractor damages equivalent to 5% of the contract value or the amount equivalent to security deposit or performance bank guarantee, whichever is higher.
 - (xii) That the Bidder / Contractor agrees and undertakes to pay the said amount without protest or demur subject only to condition that if the Bidder/Contractor can prove and establish to the satisfaction of the Authority that the disqualification / debarment of the bidder from the tender process or the termination of the contract after award of the contract has caused no damage to the Authority.
- 6.2 The Authority will be entitled to take all or any of the actions mentioned at para 6.1(i) to (xii) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 That if the Bidder/Contractor applies to the Authority for premature revocation of the debarment and proves to the satisfaction of the Authority that he has installed a suitable and effective corruption prevention system and also restored/recouped the damage, if any, caused by him, the Authority may, if thinks fit, revoke the debarment prematurely considering the facts and circumstances of the case, and the documents/evidence adduced by the Bidder/Contractor for first time default.
- 6.4 That a transgression is considered to have occurred if the Authority is fully satisfied with the available documents and evidence submitted alongwith Independent External Monitor's recommendations/suggestions that no reasonable doubt is possible in the matter.
- 6.5 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purpose of this Pact.
7. **Allegations against Bidders/Contractors/ Sub-Contractors/ Associates:**
That if the Authority receives any information of conduct of a Bidder/ Contractor or Sub- Contractor or of an employee or a representative or an Associates of a Bidder, Contractor or Sub- Contractor which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Vigilance Department for appropriate action.
8. **Independent External Monitor(s),**
- 8.1 That the Authority has appointed competent and credible Independent External Monitor(s) for this Pact.
- 8.2 The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact. He will also enquire into any complaint alleging transgression of any provision of this Pact made by the Bidder, Contractor or Authority.
- 8.3. That the Monitor is not subject to any instructions by the representatives of the parties and would perform his functions neutrally and independently. He will report to the Chairperson of the Board of the Authority.
- 8.4 That the Bidder / Contractor accepts that the Monitor has the right to access without restriction to all project documentation of the Authority including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation including minutes of meeting. The same is applicable to Sub - Contractors and Associates. The Monitor is under obligation to treat the information and documents of the Authority and Bidder/ Contractor / Sub-Contractors/ Associates with confidentiality.
- 8.5. That as soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the management of the Authority and request the management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit his recommendations/suggestions. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 That the Authority will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Authority and the Contractor / Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 8.7 That the Monitor will submit a written report to the Chairperson of the Board of the Authority within 2 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.8 That if the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Department, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The word ‘Monitor’ would include singular and plural.

9. Facilitation of Investigation.

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Authority or its agencies shall entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such Examination.

10. Law and Place of Jurisdiction.

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

11. Other Legal Actions

- 11.1 That the changes and supplements as well as termination notices need to be made in writing.
- 11.2 That if the Bidder / Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members or their authorized representatives.

12. Pact duration (Validity)

- 12.1 That this Pact comes into force when both the parties have signed it. It expires for the Contractor 12 months after the final payment under the respective contract, and for all other Bidders 3 months after the contract is awarded.
- 12.2. That if any claim is made / lodged during this period, the same shall be binding and continue to be valid despite the lapse of this Pact as specified herein before, unless it is discharged/determined by Chairman of the Authority.
- 12.3 That should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. Company Code of Conduct

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

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

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

AGREEMENT FORM

(To be printed on stamp paper of Rs. 100/-)

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 Airport Director, Tirupati, Airport (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 Scarer and Allied Services in the Operational Area at Tirupati, Airport for the Period of Three years**” (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. _____ dtd _____ 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 “Operation of 01 no. GCM fitted Tractor and 03 nos. brush cutters in Operational area on table top Runway strip/ Taxiway strip/ Apron strip and other miscellaneous works at Tirupati, 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).

Sl.NO.	LETTER NO.	PAGE. NO
1	Work Order No.AAI/ Dtd:.	
2	Contractor's Offer No. Dtd:	
3	Acceptance Letter	
4	Envelope Cover – I	
5	Order Lr. No. AAI/ Dtd:	
6	Index Sheet for Tender Document	
7	Sale of Tender Document	
8	Notice Inviting Tender	
9	Tender forms	
10	Guidance to Tenderers	
11	General Conditions of Contract	
12	Scope of Work	
13	Pre Contract Integrity pact	
14	Envelope Cover – II	

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 covenants:

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 to 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 acknowledgment 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

AAI Signature

WITNESS:

WITNESS:

1.

1.

2.

2.

