



भारतीय विमानपत्तन प्राधिकरण
श्री गुरु राम दास जी अंतर्राष्ट्रीय हवाई अड्डा, अमृतसर

AIRPORTS AUTHORITY OF INDIA
SGRDJ INTERNATIONAL AIRPORT, AMRITSAR

निविदा दस्तावेज

TENDER DOCUMENT

FOR

कार्य का नाम-: श्री गुरु राम दास जी इंटरनेशनल एयरपोर्ट, अमृतसर में ऑपरेशनल एरिया में बर्ड, एनिमल स्कारिंग एंड एलाइड सर्विसेज के लिए मैन पावर की तैनाती का कार्य।

NAME OF WORK: -“Job Contract for providing man power for the Bird, Animal scaring and Allied Services in the Operational Area at SGRDJ International Airport, Amritsar.”

Prepared By

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Airport Director
AAI, Amritsar Airport

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Section - I

AIRPORTS AUTHORITY OF INDIA

SGRDJI Airport, Amritsar

Ref:- AAI/ASR/ATC/OPS/2021

NOTICE INVITING E-TENDER

Item rate tenders are invited through the e-tendering portal by Deputy. GM (ATM), Airports Authority of India, SGRDJI Airport, Amritsar on behalf of Chairman, AAI from the registered Firms / Companies / specialized agencies / Contractors having experience for the work of “**Job Contract for providing manpower for the Bird, Animal scaring and Allied Services in the Operational Area**”, “**Procurement and supply of Sound Crackers**” and “**Hiring of one Vehicle on Monthly Basis**” at SGRDJI Airport, Amritsar for a period of **02 years** at an estimated cost of **Rs 1,40,55,230/-** (Rupees One Crore Forty Lacs Fifty Five Thousand Two Hundred Thirty Only) **including all taxes but excluding GST, PF, ESI and BONUS** for a period of 24 (Twenty four) months. The contract may be extended further by six months on the same terms and conditions at discretion of AAI. The scope of work broadly includes providing manpower for catering airside surveillance round the clock to check animal/bird menace during ATC watch hours, FOD removal work and zon gun operation in operational area at Amritsar Airport with the help of twenty five (25) number of manpower including one supervisor as semi-skilled manpower and also to provide vehicle for deployment of manpower for two years at bird chaser points for animal/ bird scaring in operational area.

This tender is called through the electronic tendering process and can be downloaded from the e-tender CPP portal with URL address <https://etenders.gov.in>. Please note that the submission of the tender is only through the e-tender portal and will not be accepted in any other form. Further it may be noted that tenders, which are duly submitted on e-tender portal, shall only be final and tenders just saved without submission will not be available to the evaluation committee.

ASSISTANCE TO BIDDERS

Any queries related to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk and the details of the Help desk are as under:

CPPP under GePNIC, Help Desk Services

1. For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120- 4001002

Note-Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the

tender(s) published kindly contact the respective Tender Inviting Authority. **Tel:** 0120-4200462, 0120-4001002. **Mobile:** 91 8826246593 **E- Mail:** support-eproc@nic.in

2. For any Policy related matter / Clarifications, please contact Department of Expenditure, Ministry of Finance. E-mail: cPPP-doe@nic.in

3. For any Issues / Clarifications relating to the publishing and submission of AAI tender(s). In order to facilitate the Vendors / Bidders as well as internal users from AAI, Help desk services have been launched between 0800-2000 hours for the CPPP under GePNIC <http://etenders.gov.in>. The help desk services shall be available on all working days (Except Sunday and Gazetted Holiday) between 0800-2000 hours and shall assist users on issues related to the use of Central Public Procurement Portal (CPMP).

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

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

S. NO.	Support Persons	Escalation Matrix	E-Mail Address	Contact Numbers	Timings*
1	Help Desk Team	Instant Support	eprochelp@aai.aero	011-24632950, Ext-3512 (Six Lines)	0800-2000 Hrs. (MON - SAT)
2	Sanjeev Kumar	After 4 Hours of Issue	sanjeevkumar@aai.aero	011-24632950, Ext-3505	0930-1800 Hrs. (MON-FRI)
3	S. Nita AGM(IT)	After 12 Hours	snita@aai.aero	011-24632950, Ext-3523	0930-1800 Hrs. (MON-FRI)
4	Jt.General Manager(IT)	After 24Hours	ykkausik@aai.aero	011-24651507	0930-1800 Hrs. (MON-FRI)
5	General Manager(IT)	After 03 days	gmitchq@aai.aero	011-24657900	0930-1800 Hrs. (MON-FRI)
6	Bid Manager: Amit Saklani SM(ATC) AAI, Amritsar	For tender Queries	saklani_amit@aai.aero	0183-2204157	0930-1800 Hrs. (MON-FRI)

2. Following 2 Envelopes shall be submitted through online at CPP portal by the bidder. As per the following schedule: **CRITICAL DATA SHEET- Particulars and Dates**

Particulars	Dates
Bid Document Download/Sale Start Date	17.04.2021 from 0930 Hrs
Last Date of Sale of Tender	28.04.2021 up to 1730 Hrs
Clarification Start Date	18.04.2021 from 0930 Hrs
Clarification End Date	27.04.2021 up to 1730 Hrs
Bid Submission Start Date	18.04.2021 from 0930 Hrs
Bid Submission End Date	28.04.2021 up to 1030 Hrs
Bid Opening Date (Envelope I)	29.04.2021 at 1100 Hrs
Bid Opening Date (Envelope II)	06.05.2021 at 1100 Hrs
Tender Fee (Transfer online through e-tender portal)	Rs. 1180 (i/c GST) Non-refundable

SECTION – II

INSTRUCTIONS TO BIDDERS

1. ELIGIBILITY CRITERIA

- 1.1. Date of publishing of NIT on website will be taken as reference for assessing the eligibility criteria.
- 1.2. Bidders shall have the below mentioned eligibility criteria and shall accordingly upload the following documents in PDF format in the Technical Bid folder:

S No	Eligibility particulars	Name of PDF file to be uploaded
a.	Scanned Copy of Online payment of Tender Fee of Rs.1180/- .	Tender Fee
b.	Earnest Money Deposit (EMD) Declaration. As per format in Annexure-11 of tender document.	EMD Declaration
c.	All pages of Tender Document including Corrigendum, if any, signed and stamped .	Tender-Doc
d.	Details of firm as per Annexure-1 .	Firm-Details
e.	Undertaking stating that its firm/partners/directors have not been blacklisted or any case/complaint is pending against them in India or abroad by any govt. organization/private firm.	Undertaking
f.	Un-conditional Acceptance of all terms & conditions of tender as per format in Annexure-2 of the tender document.	Acceptance-Letter
g.	Proof of GST/TIN Registration No.	GST-No
h.	Proof of PAN card of firm/proprietor.	PAN-Card
i.	Annualized Average Financial Turnover during last 03 financial years ending on 31 st March 2021 shall be at least Rs. 42,16,569/-(Forty Two Lacs Sixteen Thousand Five Hundred Sixty Nine only) i.e. 30% of estimated cost. As a proof, audited Abridged Balance Sheet along with Profit & Loss Account and IT return for last 3 year shall be submitted. (With details of Auditing Firm/Auditor). (Annexure-3)	Annual Turn Over
j.	Proof of Experience as per Annexure-4 . A certificate from the	

	<p>client stating the similar nature of work carried out and certifying that the work has been satisfactorily performed must be submitted as proof of experience. The agency must possess experience in providing desired manpower in Central Govt./State Govt./Public Sector Undertakings/reputed private companies during the last 07 years (Experience of Private Firm must be supported by TDS Certificate).</p> <p>Completion certificate i.r.o. works mentioned above from end user agencies clearly mentioned the following points on user letter head:- name of work and reference no. , date of completion, PO amount, Completed work amount and Performance.</p> <p>Agency should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered), however pre-determined phasing of work with satisfactory performance certificate of at least three works for each of Rs. 28.11 Lacs, or two works each of Rs. 35.13 Lacs, or one work of Rs. 56.22 Lacs in single contract of similar nature of works i.e. supply of man power during last seven years ending on last date of submission of e-Bid.</p>	<p>Completion-Certificate</p> <p>CC-01</p> <p>CC-02</p> <p>CC-03</p>
k.	<p>Tender Fee Exemption in case of NSIC/MSME registered bidders:</p> <p>a- NSIC/MSME Certificate b- Declaration (Ref Format "Annexure-5 (MSME)) (Unfilled Annexure will be rejected straight forward)</p>	<p>NSIC/MSME - Certificate with Declaration</p>
l.	<p>Technical BID Compliance statement towards eligibility as per Annexure-6.</p>	<p>Compliance-Statement</p>
m.	<p>The successful bidder shall pay its employees at least minimum wages, EPF, ESIC and other statutory component as per applicable Govt. of India rules. An affidavit in this regard shall be submitted by the bidders as per Annexure-8. (Affidavit must be on non judicial stamp paper of Rs. 100/- and Notary attested)</p>	<p>Affidavit-Wages</p>
n.	<p>Power of Attorney on stamp paper of Rs.100/- authorizing the designated executive to sign all documents on behalf of the Company or Firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm.</p>	<p>PoA</p>

o.	P.F & ESI registration / Undertaking (in case of not having PF & ESI registration)	Copy of PF & ESI registration Or Undertaking
p.	Proof of vehicle documents with their registration number, make, model, year of manufacture, road tax paid upto, insurance valid upto, fitness valid upto, name of the owner or duly Notarized Power Of Attorney (POA) (If, vehicle is not in the name of tenderer).	Attested Photocopies and POA if applicable
q.	Declaration by contractor on his letterhead regarding no relation of his relatives or family members with any employee of AAI in the prescribed performa.	Undertaking

2. MODE OF SUBMISSION OF ORIGINAL TENDER COST:

2.1 Tender processing fee of **Rs. 1,180/-** (i/c GST), Non-Refundable will be required to be paid online in **CPP portal**. The bidder can deposit the tender fee online through SBI MOPS Gateway using SBI/Other Bank/NEFT/RTGS mode.

2.2 EMD declaration shall be provided by the bidder accepting that if they withdraw or modify their bids during the period of validity etc., they will be suspended for one year and action will be taken as per the AAI norms.

2.3 The Tender fee shall be deposited, only through payment modes as mentioned in e-tender portal. The bidders who want to take exemption under NSIC/MSME should submit Declaration (Ref Format **Annexure-5** (MSME)) along with NSIC / MSME registration certificates otherwise they will not get exemption under the scheme.

2.4 Non-submission of Tender fee by bidders shall reject the tender outright except tenders that are eligible for exemption under NSIC/MSME.

2.5 Tender fee in the form of cash or any other form, not mentioned in e-Tender portal, shall not be accepted.

2.6 The following procedure is adopted for the bidders of MSEs registered with NSIC. The MSEs who intent to claim benefits under MSME act, shall fulfill the following, otherwise they run the risk of their bid being passed over as "INELIGIBLE" for the benefits applicable to MSEs and their bid will not be considered for evaluation.

2.6.1 MSEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSME Act 2006 and Public Procurement Policy, 2012 as Manufacturing/Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS).

2.6.2 NSIC certificate with monetary limit indicated should be valid on the scheduled date /extended date of submission of tender. Certificates without monetary limit will not Considered.

2.6.3 The items of Product / Services mentioned under NSIC certificate should be the same or similar

to the tendered items (Schedule of Items of Tendered).

2.6.4 During the bid evaluation, Tender Fee exemption shall be granted to the NSIC/MSEs registered firm. In case the NSIC/MSEs registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected.

2.6.5 Work is not be splittable and will be awarded to single bidder.

3. Performance Bank Guarantee:

3.1. The successful bidder shall submit an irrevocable and unconditional Performance Bank Guarantee of the value equivalent to 3% (three percent) of the total contract value in favor of **“Airports Authority of India”** on any scheduled bank as per **Annexure-7**.

3.2. The performance bank guarantee shall be submitted within 30 calendar days of the issue of work order, and shall be **“valid till 3 months beyond the period of contract”**.

3.3. In case successful bidder fails to submit the same within stipulated period, interest @ 12% per annum on Performance Bank Guarantee amount would be levied (non-refundable) for delayed period of submission and shall be deducted along with amount of performance bank guarantee from the payment to be made to vendor.

3.4. In case successful bidder fails to submit the performance bank guarantee, as the case may be, within 30 days, AAI reserves the right to cancel the work order and suspend the bidder for one year.

3.5. The performance guarantee shall be deemed to govern the following guarantees from the successful bidder, in addition to other provisions of the guarantee:

3.5.1. The performance guarantee is intended to secure the performance of the entire scope of work. However, it is not to be construed as limiting the damages stipulated in any other clause.

3.6. The performance guarantee will be returned to the successful bidder at the end of the period of liability without interest on successful completion of the contract fulfilling all the terms and conditions.

3.7. In case of non-compliance of tender’s terms and conditions, the decision of ATS In-charge, AAI, Amritsar with regard to imposition of the fine shall be final which may be recovered from the balance amount of bill or PBG.

4. VALIDITY OF TENDER (BID):

4.1. The offered Bid shall remain valid for a minimum of 180 days from the date of opening of the Technical Bid. The bidder shall not be entitled, to revoke or cancel the offer or to vary any term thereof, during validity period without the consent in writing of AAI. In case of the bidder revoking or canceling the offer or varying any term in regard thereof, the bidder will be suspended for one year.

4.2. If there is any delay in finalization due to unforeseen factors, all the bidders shall be asked to extend the validity for an appropriate period, specifying a date by which tender is expected to

be finalized. However, the tender process shall not be vitiated if any bidder declines to extend the offer as requested for.

5. FORMATS & SIGNING OF BID :

The e-Bid shall be digitally signed by the bidder at e-tendering portal to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall submit the letter of authorization. The e-bid submitted shall be properly in readable form and encrypted as per e-tendering portal requirements. Standard Printed terms and conditions of the company other than the NIT conditions shall not be considered.

6. SEALING & MARKING OF BIDS :

6.1. The bidders shall digitally sign & encrypt their bid and upload the bid online at CPP portal.

6.2. If all the envelopes are not digitally signed & encrypted, the AAI shall not accept such open bids for evaluation purpose and treat as non-responsive. Such bid shall be liable to be rejected.

7. SUBMISSION OF BIDS :

7.1. AAI shall receive the bids online through e-portal only, not later than the schedule date and time specified in the NIT.

7.2. AAI may, at its discretion extend the deadline for the submission of the bids by amending the bid documents, subject to previous deadline.

7.3. The bidder shall submit his bid offer online at CPP portal only. Digitally signed tender document downloaded from e-tender portal only shall be considered. No separate documents shall be valid. Only relevant attachments, if any, other than the tender document, shall be listed out for reference.

7.4. It is reminded that E-tender portal will not permit uploading of bids after the scheduled date and time of submission.

7.5. Bidder should give the EMD declaration as per the instructions specified in the tender document.

7.6. Desired documents as per **Envelope I & II** mentioned below shall be submitted online in original.

- **Envelope –I: Containing document for pre-qualification/ technical bid (uploaded by the contractors / firms).**
- **Envelope–II: The financial e-bids of the contractors / firms.**

8. CORRECTIONS / MODIFICATIONS & WITHDRAWAL OF BIDS :

8.1. The bidder may correct, modify his digitally signed bid after submission and prior to the deadline, through provisions of e-tendering portal.

8.2. Bids once submitted shall not be modified after deadline.

9. OPENING OF BIDS:

- 9.1. AAI shall open Bids online through e-portal as per schedule or as per intimation of Bid Opening Date & Time to bidders. Bidders or their authorized representatives may participate in bid opening and shall sign the tender opening register.
- 9.2. Only two representatives of each eligible bidder shall be allowed to participate in the bid opening.
- 9.3. Representative whose bid is not submitted / rejected cannot attend the tender opening.

10. CLARIFICATION / CONFIRMATION OF COMPLIANCE OF BIDS

- 10.1. The eligibility criteria shall be evaluated during preliminary stage and the bidders who have not submitted requisite documents shall be asked through AAI e-tendering portal or by email to substantiate their claims with documentary evidence before a given date failing which their bids shall not be considered for further detailed evaluation.
- 10.2. It may be noted that enquiries / clarifications shall be responded only through e-tendering Portal. All such queries shall be entertained which are received on or before last date/time for submission of queries. AAI response will be uploaded through e-tendering portal only. No written/verbal/ telephonic enquiry shall be entertained during the tender process.

11. EVALUATION & COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

11.1. Eligibility cum Technical Evaluation:

- 11.1.1. The eligibility criteria shall be evaluated after opening of technical bids. Clarifications, if any, shall be asked from bidders through e-tender portal to substantiate their claims with documentary evidence before a given date, failing which their bids shall not be considered for further evaluation. Bids meeting eligibility cum technical criteria shall only be considered for financial bid opening.
- 11.1.2. During this technical evaluation, the bidders may be asked to substantiate their compliance submitted in the tender by suitable documentation wherever the same is lacking. Technical Bids of the bidders who fail to substantiate their claim on meeting the technical requirements even after the above process shall be rejected.
- 11.1.3. AAI may seek performance/experience report of a bidder from other clients whose references are given in the tender. An adverse report from a client shall make the bidder technically unfit leading to his rejection.
- 11.1.4. A short-list of bidders qualifying technical bid shall be drawn and thereafter these short-listed bids shall be treated at par for the purpose of financial comparison.

12. OPENING OF FINANCIAL BIDS:

- 12.1. Financial Bids of those bidders who qualify in technical bid shall be opened electronically at AAI e-portal. Date and Time of bid opening shall be notified through e-tendering portal.
- 12.2. The bidder shall issue authority letters to their representatives to attend the opening of financial bids if desired to be present at AAI premise.

- 12.3. The comparison for evaluation shall be of the total cost of the bid exclusive of all taxes as per **Annexure-9**. A short list of first three lowest bidders in ascending order shall be drawn and named L1, L2 and L3.
- 12.4. The Rates offered for Extra Km will not be considered for workout L-1 but, reasonability of extra Km rates will be ensured.
- 12.5. The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the AAI, at its discretion, may consider appropriate; will be announced at the opening.

13. RIGHT TO ACCEPT / REJECT THE TENDERS :

- 13.1. The right to accept the tender in full or in part/parts will 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.
- 13.2. Tenders not accompanied with prescribed information or are incomplete in any respect, and/or not meeting prescribed conditions, shall be considered non-responsive and are liable to be rejected.
- 13.3. AAI reserves the right to accept or reject any bid or a part of the bid or to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the AAI's action.
- 13.4. AAI also reserves the right at its sole discretion not to award any order under the tender called. AAI shall not pay any costs incurred in the preparation and submission of any tender.
- 13.5. If the bidder gives wrong information in his Tender, AAI reserves the right to reject such tender at any stage or to cancel the work order and bidder will be suspended for one year.
- 13.6. Bidder shall inform about his relatives employed in AAI (if any) in the capacity of an officer or the authority inviting tender. In the event of failure to inform and in a situation where it is established that the relations employed in AAI have tried to influence the tender proceedings then AAI at its sole discretion may reject the tender or cancel the work order and bidder will be suspended for one year.
- 13.7. The requirements indicated in this NIT are the minimum and bids of the firms not complying with these minimum requirements or having deviations from the minimum requirements shall be rejected. However, specifications higher than the minimum requirements shall be technically acceptable without any additional financial implication.
- 13.8. Any correspondence after the opening of the technical bid, from the bidder, regarding the bid unless specifically sought by AAI shall not be considered. Such post bid offers / clarifications may be liable for rejection of their bids.

14. AWARD OF CONTRACT

- 14.1. The acceptance of the tender will be intimated to the successful bidder by AAI, either by fax/e-mail/letter or by e-portal.

- 14.2. The issue of a Work Order shall constitute the intention of AAI to enter into the contract with the bidder.
- 14.3. Acceptance of the Work order will be deemed as effective from the date of issue of Work Order.
- 14.4. Successful bidder has to enter into an agreement with AAI as per **Annexure-10**. The tender terms & conditions, corrigenda (if any), technical queries & responses against them and the work order shall be part of this agreement.
- 14.5. The signing of the Contract on non-judicial stamp paper of **Rs.100/-** shall be completed within 15 working days of the acceptance of the Work Order. Cost of the stamp paper shall be borne by the bidder.
- 14.6. AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.
- 14.7. In case, quoted rate in e-financial bid ties between the firms, then contract will be awarded to the firm having greater experience.

15. TRANSFER OF TENDER DOCUMENT :

Transfer of Tender Documents by one bidder to another is not permissible. Similarly, transfer of tenders submitted by one bidder in the name of another bidder is also not permissible.

Section - III
GENERAL TERMS AND CONDITIONS

1. Compliance:

Each page of the Tender document shall be duly signed with stamp by the bidder and duly complied of each and every condition of the Tender document.

2. Force Majeure :

2.1 AAI may grant an extension of time limit set for the completion of the work, in case the timely completion of the work is delayed by force majeure beyond the contractor's control, subject to what is stated in the following sub paragraphs and to the procedures detailed therein being followed. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, flood, storms etc), acts of states, the direct and indirect consequences of wars (declared or un-declared), hostilities, national emergencies, civil commotion and strikes (only those which exceed a duration of ten continuous days) at successful Bidder's company. The successful bidder's right to an extension of the time limit for completion of the work in above-mentioned cases is subject to the following procedures.

2.2 That within 10 days after the occurrence of a case of Force Majeure but before the expiry of the stipulated date of completion, the bidder informs the AAI in writing about the occurrence of Force Majeure Condition and that the Bidder considers himself entitled to an extension of the time limit. The contractor shall submit the application for extension of time.

2.3 That the contractor produces evidence of the date of occurrence and the duration of the force majeure in an adequate manner by means of documents drawn up by responsible authorities.

2.4 That the contractor proves that the said conditions have actually been interfered with the carrying out of the contract.

2.5 That the contractor proves that the delay occurred is not due to his own action or lack of action.

2.6 Apart from the extension of the time limit, force majeure does not entitle the successful bidder to any relaxation or to any compensation of damage or loss suffered.

3. Settlement of Disputes :

3.1. If a dispute of any kind whatsoever arises between the AAI and the Contractor in connection with, or arising out of the Contract or the execution of the works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the contract, including any disagreement by either party with any action,

inaction, opinion, instruction, determination, certificate or valuation of the ATS In-charge or his nominee, the matter in dispute shall, in first place be referred to the Airport director, Amritsar. He shall activate the dispute resolution mechanism to resolve the dispute in question. Any party may invoke arbitration clause, if dispute in question is not settled by the Dispute resolution mechanism.

3.2. Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the works with all due diligence and the Contractor and AAI shall give effect forthwith to every decision of the ATS In-charge or his nominee unless and until the same shall be revised, as hereinafter provided, by the Dispute Resolution Mechanism or in an Arbitral Award.

4. Arbitration and Law :

4.1. Except where otherwise provided for in the contract, all questions and disputes relating to the provisions of this contract shall be settled under the Rules of Indian Arbitration and Conciliation Act, 1996, within thirty (30) days (or such longer period as may be mutually agreed upon from the date that either party notifies in writing that such dispute or disagreement exists. The single Arbitrator for settlement of any dispute with regard to this contract shall be appointed by the Chairman, AAI. The venue of Arbitration shall be New Delhi (or Amritsar), India. The arbitration resolution shall be final and binding upon the parties and judgment may be entered thereon, upon the application of either party, by any court having jurisdiction.

4.2. Indian laws shall govern this contract.

5. Termination for Default & Risk Purchase :

5.1. The AAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Contractor, terminate this Contract in whole or in part in any or the following events.

5.2. If the Contractor fails to perform any other obligation(s) under Contract.

5.3. If the Contractor, in either of the above circumstances, does not remedy his failure within a period of 30 days (or such longer period as AAI may authorize in writing) after receipt of the default notice from AAI.

5.4. As a penalty to the Contractor, AAI shall en-cash Contract Performance Bank Guarantee. AAI in such case shall pay for the assessed value of the executed work that can be used. No payment shall be made for the efforts put in by the Contractor in case the same are of no value to AAI. The balance unfinished work will be got done by fresh tendering on Contractor's risk and that extra expenditure will be recovered.

6. Termination for Insolvency :

AAI may at any time terminate the Contract by giving thirty (30) days written notice to the supplier, without compensation to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to AAI. In the event of termination for penalty to the contractor, Clause 5.4 shall be applicable.

7. Set Off :

Any sum of money due and payable to the contractor (including Performance Bank Guarantee refundable to him) under this contract may be appropriated by AAI to set off the same against any claim of AAI for payment of a sum of money arising out of this contract made by the Contractor with AAI.

8. Foreclosure of contract due to Abandonment or Reduction in Scope of Work

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

The contractor shall be paid at contract rates, full amount for works executed at site.

CLAUSES OF CONTRACT

Clause 1

When Contract can be Determined	<p>Subject to other provisions contained in this clause, the Airport Director may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:</p>
	<p>i. If the contractor having been given a notice by the Airport Director in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.</p> <p>ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence and continues to do so after a notice in writing of seven days from the Airport Director.</p> <p>iii. If the contractor fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date on or before such date of completion, and the Airport Director without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Airport Director, the contractor will be unable to complete the same or does not complete the same within the period specified.</p> <p>iv. If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Airport Director.</p> <p>v. If the contractor shall offer or give or agree to give to any person in AAI service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for AAI.</p> <p>vi. If the contractor shall enter into a contract with Airports Authority of</p>

		<p>India in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Airport Director.</p> <p>vii. If the contractor shall obtain a contract with AAI as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits any breach of Integrity Pact.</p> <p>viii. If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.</p> <p>ix. If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.</p> <p>x. If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.</p>
		<p>xi. If the contractor assigns (excluding part(s) of work assigned to other agency(s) by the contractor as per terms of contract), transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Airport Director. When the contractor has made himself liable for action under any of the cases aforesaid, the Airport Director on behalf of the Chairman, AAI shall have powers :</p> <p>a. To determine the contract as aforesaid so far as performance of work by the Contractor of work is concerned (of which determination notice in writing to the contractor under the hand of the Airport Director shall be conclusive evidence). Upon such determination, the Performance Bank Guarantee already recovered under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the AAI.</p> <p>b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be</p>

		<p>un-executed out of his hands and to give it to another contractor or any other means to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work. In the event of above courses being adopted by the Airport Director, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Airport Director has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.</p>
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CLAUSE 2

		<p>In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract by giving notice to the other party stating the reasons. In such eventuality, the Performance Guarantee of the contractor shall be refunded within 30 days.</p> <p>Neither party shall claim any compensation for such eventuality. This clause is not applicable for any breach of the contract by either party.</p>
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CLAUSE 3

	<p>Contractor liable to pay compensation even if action not taken under Clause -1</p>	<p>In any case in which any of the powers conferred upon the Airport Director by Clause-1 thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Airport Director putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Airport Director which shall be final and binding on the contractor) use as on hire (the amount of the hire money being also in the final determination of the Airport Director) all or any tools, materials and stores, in or upon the works, or the site thereof belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work/ or any</p>
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	<p>part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Airport Director, whose certificate thereof shall be final, and binding on the contractor, clerk of the works, foreman or other authorised agent to remove such tools, materials, or stores from the premises (within a time to be specified in such notice) in the event of the contractor failing to comply with any such requisition, the Airport Director may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and his risk in all respects and the certificate of the Airport Director as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.</p>
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CLAUSE 4

<p>Time and Extension for Delay</p>	<p>The time allowed for execution of the Works is 02 years or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from 10th day after the date of issue of letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, AAI shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.</p>
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CLAUSE 5

<p>Payment of contractor's bills to Banks</p>	<p>Payments due to the contractor and refund of various nature may, if so desired by him and wherever possible in banks be made through electronic payment mechanism instead of direct to him, provided that the contractor furnishes to the Airport Director.</p> <ul style="list-style-type: none"> i. Informations as per proforma attached. ii. An authorization in the form of a legally valid document such as power of attorney conferring authority on the bank to receive payments and iii. His own acceptance of the correctness of the amount made out as being due to him by Authority or his signature on the bill or other claim preferred against Authority before settlement by the Airport Director of the account or claim by payment to the bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank. <p>Nothing herein contained shall operate to create in favor of the bank any rights or equities vis-à-vis the Airports Authority of India.</p>
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CLAUSE 6

Materials to be provided by the contractor	<p>1. The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Authority.</p> <p>2. The contractor shall, at his own expense and without delay; supply to the Airport Director samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Airport Director furnish proof, to the satisfaction of the Airport Director that the materials so comply. The Airport Director shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Airport Director for his approval, fresh samples complying with the specifications laid down in the contract.</p> <p>3. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.</p>
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CLAUSE 7

Foreclosure of contract due to Abandonment or Reduction in Scope of Work	<p>If at any time after acceptance of the tender or during the progress of work the purpose or object for which the work is being done changes due to any supervening cause and as a result of which the work has to be abandoned or reduced in scope, the Airport Director shall give notice in writing to that effect to the contractor and the contractor stating the decision as well as the cause for such decision and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The contractor shall be paid at contract rates, full amount for works executed at site.</p>
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CLAUSE 8

Carrying out part Work at risk & cost of contractor	<p>a. If contractor:</p> <p>i. At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Airport Director or</p> <p>ii. Commits default in complying with any of the terms and conditions</p>
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of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Airport Director or

iii. Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Airport Director.

b. The Airport Director without invoking action under clause 2 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to AAI, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

i. Take possession of the site and any materials, constructional implements, stores, etc., thereon; and/or

ii. Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

c. The Airport Director shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and executed at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by AAI because of action under this clause shall not exceed 10% of the tendered value of the work.

d. In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and machinery belonging to the contractor. The certificate of the Airport Director as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

e. Any excess expenditure incurred or to be incurred by AAI in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by AAI as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to AAI in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same

	<p>within 30 days.</p> <p>f. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Airport Director shall have the right to sell any or all of the contractors' unused materials, constructional, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract/ provisions of law.</p> <p>In the event of above course being adopted by the Airport Director, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.</p>
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CLAUSE 9

Contractor to Supply Tools & Materials etc.	The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the AAI stores) tools & materials as specified in the tender.
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CLAUSE 10

Recovery of Compensation paid to Workmen	In every case in which by virtue of the provisions sub-section (i) of Section 12, of the Workmen's Compensation Act, 1923, AAI is obliged to pay compensation to a workman employed by the contractor, in execution of the works, AAI will recover from the contractor, the amount of the compensation so paid, and, without prejudice to the rights of the AAI under sub-section (2) of Section 12, of the said act, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the Performance Bank Guarantee or from any sum due by AAI to the contractor whether under this contract or otherwise. AAI shall not be bound to contest any claim made against it under subsection (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to AAI full security for all costs for which AAI might become liable in consequence of contesting such claim.
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CLAUSE 11

Ensuring Payment and	In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, AAI is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any
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<p>Amenities to Workers if Contractor fails</p>	<p>expenditure in providing welfare and health amenities required to be provided under the above said Act or under the AAI Contractor’s Labour Regulations or under the Rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by AAI Contractors, AAI will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the AAI under sub section (2) of Section 20, sub section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, AAI shall be at liberty to recover such amount or any part thereof by deducting it from the Performance Bank Guarantee or from any sum due by AAI to the contractor whether under this contract or otherwise AAI shall not be bound to contest any claim made against it under sub section (1) of Section 20, sub section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the AAI full security for all costs for which AAI might become liable in contesting such claim.</p>
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CLAUSE 12

<p>Labour laws to be complied by the Contractor</p>	<p>The contractor shall obtain a valid license under the contract labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.</p> <p>The contractor shall also comply with the provisions of the building and other construction workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.</p> <p>Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.</p>
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CLAUSE 12 A

	<p>No labour below the age of fourteen years shall be employed on the work.</p>
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CLAUSE 12 B

<p>Payment of wages</p>	<p>Payment of wages:</p> <ul style="list-style-type: none"> i The contractor shall pay to labour employed by him either directly or through sub contractors, wages not less than fair wages as defined in the AAI Contractor’s Labour Regulation or as per the provisions of the Contract Labour (Regulation and Abolition) act, 1970 and the contract labour (Regulation and Abolition) Central Rules, 1971 wherever applicable. ii The contractor shall, notwithstanding the provisions of any contract to the
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contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub contractors in connection with the said work, as if the labour had been immediately employed by him.

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

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

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

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

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

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

v. The contractor shall comply with the provisions of the Payment of wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the

	<p>modifications thereof or any other laws relating thereto and the rule made thereunder from time to time.</p> <p>vi. The contractor shall indemnify and keep indemnified Authority against payments to be made under and for the observance of the laws aforesaid and the AAI Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub contractors.</p> <p>vii. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.</p>
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CLAUSE 12 C

	<p>In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per AAI Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs. 200/- for each default and in addition, the Airport Director shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.</p>
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CLAUSE 12 D

	<p>The contractor shall submit by the 4th of every month, to the Airport Director a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:</p> <ol style="list-style-type: none"> i. the number of laborers employed by him on the work, ii. their working hours, iii. the wages paid to him, iv. the accidents that occurred during the said fortnight showing the circumstances under which they happened and extent of damage and injury caused by them.
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CLAUSE 12 E

	<p>In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by AAI from time to time for the protection of health and sanitary arrangements for workers employed by the AAI and its contractor.</p>
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CLAUSE 12 F

	<p>In the event of the contractor (s) committing a default or breach of any of the provisions of the Airports Authority of India Contractor’s Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is materially incorrect, he / they shall, without prejudice to any other liability, pay to the AAI a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractor(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Airport Director shall be final and binding on the parties.</p> <p>Should it appear to the Airport Director that the contractor (s) is / are not properly observing and complying with the provision of the AAI Contractor’s Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R&A) Central Rules 1971, for the protection of health and sanitary arrangements for work – people employed by the contractor (s) (hereinafter referred as “the said Rules”) the Airport Director shall have power to give notice in writing to the contractor (s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor (s) shall fail within the period specified in the notice to comply with and/ observe the said Rules and to provide the amenities to the work-people as aforesaid, the Airport Director shall have the power to provide the amenities hereinbefore mentioned at the cost of the contractor (s).</p>
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CLAUSE 12 G

	<p>The Airport Director may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors’ employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements.</p>
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CLAUSE 12 H

	<p>It shall be the responsibility of the contractor to see that the building under construction is not occupied by anybody unauthorized during construction, and is handed over to the Airport Director with vacant possession of complete building. If such building though completed is occupied illegally, then the Airport Director shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the</p>
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	delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the General Manager (Operations / ATM). Whose decision shall be final both with regard to the justification and quantum and be binding on the contractor. However, the Executive Director (Operations/ATM), through a notice may require the contractor to remove the illegal occupation any time on or before construction and delivery.
CLAUSE 12 I	
Registration with EPFO and ESIC	The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed by the Airport Director to the contractor on actual basis.
CLAUSE 13	
Minimum Wages Act to be Complied with	The contractor shall comply with all the provision of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970 amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.
CLAUSE 13 (A)	
Employees Provident Fund & Miscellaneous Provisions Act 1952/Jammu & Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961and	<p>The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952/ Jammu & Kashmir Employees Provident Funds (and Miscellaneous Provisions) Act, 1961 and ESI Act, 1948, amended from time to time and rules framed thereunder. Some of the provisions are given below:</p> <p>a. The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation after award of work and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.</p> <p>b. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No.</p> <p>c. The contractor by 20th of every month shall provide a monthly statement showing recoveries of contribution and proof of remittance of provident fund contribution to RPFC and ESI contributions to ESI Corporation in respect of Workers engaged in contract work.</p> <p>d. The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on</p>

<p>State Insurance (ESI) Act, 1948.</p>	<p>month to month basis.</p> <p>AAI reserves the right to withhold minimum amount as detailed under, from the running account payments, if PF / ESI contributions are not paid by the contractor and proof to that effect have not been produced regularly on due dates. To withhold 3% for building work & 1.5% for road/pavement work of the total amount of work done during the period considered.</p>
	<p>ESI & EPF amount paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.</p>

CLAUSE 14

<p>Work not to be sublet. Action in case of insolvency</p>	<p>The contract shall not be assigned or sublet without the written approval of Airport Director. And if the contractor shall assign or sublet his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the contractor, or any of his servants or agent to any public officer or person in the employ of AAI in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Airport Director on behalf of the AAI shall have power to adopt the course specified in Clause 2 hereof in the interest of AAI and in the event of such course being adopted, the consequences specified in the said Clause 2 shall ensue.</p>
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CLAUSE 15

	<p>All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of AAI without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.</p>
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CLAUSE 16

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

CLAUSE 17

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

CLAUSE 18

Dispute Resolution Mechanism and Arbitration

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

i. If the contractor considers any work demanded of him to be outside the requirement of the contract, or disputes any drawing, record or decision given in writing by the Airport Director or if the Airport Director considers any act or decision of the contractor on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable and is disputed such party shall promptly within 15 days of the arising of the disputes request the Executive Director (Operation/ATM)/Regional Executive Director/Member (Ops/ANS) /Chairman, AAI as the case may be, who shall refer the dispute to Dispute Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any, in respect of each such disputes. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from the Executive Director (Operation/ATM), Regional Executive Director/Member (Ops/ANS) /Chairman, AAI. Provided that no party shall be represented before the Dispute Redressal Committee by an advocate / legal counsel etc.

If the Dispute Redressal Committee (DRC) fails to give its decision within

aforesaid period or any party is dis-satisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Executive Director (Operation/ATM), Regional Executive Director/Member (Ops/ANS) /Chairman, AAI as the case may be for appointment of Arbitrator on prescribed performa as per Appendix-IV under intimation to the other party.

It is also a term of contract and each party invoking Arbitration must exhaust the aforesaid mechanism of settlement of claims/disputes prior to invoking Arbitration.

The Executive Director (Operation/ATM), Regional Executive Director/Member (Plg) /Chairman, AAI shall in such case appoint the sole arbitrator or one of the three arbitrators as the case may be within 30 days of receipt of such a request and refer such disputes to arbitration. Wherever the Arbitral Tribunal consists of three Arbitrators, the contractor shall appoint one arbitrator within 30 days of making request for arbitration or of receipt of request by Airport Director to Executive Director (Operation/ATM), Regional Executive Director/Member (Ops/ANS) /Chairman, AAI for appointment of arbitrator, as the case may be, and two appointed arbitrators shall appoint the third arbitrator, who shall act as the presiding arbitrator. In the event of :

- a. A party fails to appoint the second arbitrator, or
- b. The two appointed arbitrators fail to appoint the Presiding Arbitrator, then Member (Plg)/Chairman, AAI shall appoint the second or Presiding Arbitrator as the case may be.

ii. Disputes or difference shall be referred for adjudication through arbitration by a Tribunal having Sole Arbitrator where tendered amount is Rs. 300.00 Cr. or less. Where tendered value is more than Rs. 300.00 Cr., Tribunal shall consist of three arbitrators as above. The requirements of the arbitration and the conciliation act, 1996 (26 of 1996) and further modified act in 2015 and any further statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall be applicable.

It is a term of this contract that the party invoking Arbitration shall give a list of disputes with amounts, claimed, if any, in respect of each such dispute along with the notice for appointment of Arbitrator and giving reference to the decision of the DRC.

It is also term of this contract that any member of Arbitration Tribunal shall be a graduate engineer with experience in handling public works, engineering contracts at a level not lower than Chief Engineer. This shall be treated as mandatory qualification to be appointed as Arbitrator.

Parties, before or at the time of appointment of Arbitral Tribunal may agree

	<p>in writing for fast track arbitration as per the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015.</p> <p>Subject to provision in the Arbitration and Conciliation Act, 1996 (26 of 1996) as amended in 2015 whereby the counter claims if any can be directly filed before the arbitrator without any requirement of reference by the Appointing Authority, the Arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each disputes and claim referred to him and in all cases where the total amount of the claims by any party exceed Rs. 1,00,000/-, the Arbitrator shall give reasons for the award.</p> <p>It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid as per the Act. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.</p> <p>The place of the arbitration shall be mentioned in schedule 'F'. In case there is no mention of place of arbitration, the Arbitral Tribunal shall determine the place of arbitration. The venue of the arbitration shall be such place as may be fixed by the Arbitral Tribunal in consultation with both the parties. Failing any such agreement, then the Arbitral Tribunal shall decide the venue.</p>
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CLAUSE 19

<p>Contractor to indemnify AAI against Patent Rights</p>	<p>The contractor shall fully indemnify and keep indemnified the Chairman AAI against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay and royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against AAI in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the AAI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Airport Director in this behalf.</p>
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CLAUSE 20

<p>Action where no specifications are specified</p>	<p>In the case of any class of work for which there is no such specifications mentioned, the work shall be carried out in all respects in accordance with the instructions and requirements of the Airport Director.</p>
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CLAUSE 21

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

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

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

ii. AAI shall have the right to cause an audit of the works and the final bills of the contractor including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit any sum is found to have been overpaid in respect of any work done by contractor under the contract or any work claimed to have been done by the him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for AAI to recover the same from him in the manner prescribed in sub-clause (i) of this clause or in any other manner legally permissible; and if it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed

	<p>by him under it, the amount of such under payment shall be duly paid by AAI to the contractor, without any interest thereon whatsoever.</p> <p>Provided that the AAI shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Executive Director (Operations / ATM), General Manager (Operations / ATM) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Executive Director (Operations / ATM) / General Manager (Operations / ATM).</p>
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CLAUSE 22

<p>Lien in respect of claims in other Contracts</p>	<p>i. Any sum of money due and payable to the contractor (including the Performance Bank Guarantee refundable to him) under the contract may be withheld or retained by way of lien by the Airport Director or the AAI or any other contracting person or persons through Airport Director against any claim of the Airport Director or AAI or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Airport Director or the AAI or with such other person or persons.</p> <p>ii. It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Airport Director or the AAI will be kept withheld or retained as such by the Airport Director or the AAI or till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.</p>
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CLAUSE 23

<p>Termination of contract on death of contractor</p>	<p>Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Airport Director on behalf of the AAI shall have the option of terminating the contract without compensation to the contractor.</p>
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CLAUSE 24

<p>If relative working in</p>	<p>The contractor shall not be permitted to tender for works in AAI wherein his near relative is posted as an Officer responsible for award and execution of</p>
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AAI then the contractor not allowed to tender.	<p>work. He shall also intimate the names of persons who are working with him in any capacity or / are subsequently employed by him and who are near relatives to any officer of AAI. Any breach of this condition by the Contractor would render him, the contract liable to be rejected at any stage.</p> <p>NOTE: By the term “near relatives” is meant wife, husband, parents and grandparents, children and grand children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.</p>
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CLAUSE 25

Release of Performance Bank Guarantee after labour clearance	<p>Performance Bank Guarantee of the work shall not be refunded till the contractor produces a clearance certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Airport Director. The Airport Director, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till after 6 months after completion of the work and / or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Performance Bank Guarantee will be released if otherwise due.</p>
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CLAUSE 26

Contractor's Liability and Insurance of Works	<p>i. From commencement to completion of the Works, the Contractor shall take full responsibility for the case thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof and all AA l's T & P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works and all AAI's T & P shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Airport Director.</p> <p>ii. In the event of any loss or damage to the Works or any Part thereof or to any T & P, to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:</p> <p>a. The Contractor shall, as may be directed in writing by the Airport Director, remove from the Site any debris and so much of the works as shall have been damaged, taking to AAI's store such AAI's T & P, articles and/or materials as may be directed;</p> <p>b. The contractor shall, as may be directed in writing by the Airport Director, proceed with the erection and completion of the Works under and in</p>
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accordance with the provisions and Conditions of the Contract; and

iii. Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligation under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

iv. Without limiting its obligations and responsibilities under other clauses of General Conditions of Contracts ,the contractor at his own cost shall insure ,in the joint name of AAI and the contractor, against all losses or damages from whatever cause, arising (other than the accepted risks)for which he is responsible under the terms of the contract and in such manner that the AAI and the contractor are covered during the period of construction of works and any loss or damage occasioned by the contractor in the course of any operation carried out by them for the purpose of complying with its obligations of defects liability clause hereof;

a. All works including temporary works to their full value executed from time to time.

b. The construction materials and equipments to their full value brought on to the site by the contractor.

v. The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of Works and against all claims, demands proceedings, damage costs, charges and expenses whatsoever in respect of or in relation thereto.

vi. Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure at his own cost against any damage, loss or injury which may occur to any AAI property,or to any person for at least the minimum amount of Rs. 1.00 lakh with unlimited number of occurrences (including any employee of AAI) by or arising out of carrying out of the Contract.

vii. The contractor shall at all times indemnify AAI against all claims, damages or compensation under the provisions of Payment or Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or

compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

viii. All insurance mentioned above shall be effected with any subsidiary of the General Insurance Company of India or by a company approved by the Insurance Regulatory Authority of India.

ix. The aforesaid insurance policy / policies shall provide that they shall not be cancelled till the Airport Director has agreed to their cancellation in writing.

x. The Contractor shall prove to the Airport Director from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till expiry of the Defects Liability Period. A self-certified copy of such policies is required to be submitted to the Airport Director.

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

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

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

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

**MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY
ARRANGEMENTS FOR WORKERS EMPLOYED BY AAI OR ITS CONTRACTORS**

1. APPLICATION

These rules shall apply to all contract works in charge of AAI in which twenty or more workers are ordinarily employed or are proposed to be employed in any day during the period during which the contract work is in progress.

2. DEFINITION

Work place means a place where twenty or more workers are ordinarily employed in connection with contract work on any day during the period during which the contract work is in progress.

3. FIRST-AID FACILITIES

(a) At every work place, there shall be provided and maintained, so as to be easily accessible during working hours, first-aid boxes at the rate of not less than one box for 150 contract labor or part thereof ordinarily employed.

(b) The first-aid box shall be distinctly marked with a red cross on white back ground and shall contain the following equipment.

(c) For work places in which the number of contract labour employed does not exceed 50

Each first –aid box shall contain the following equipments:

- 6 small sterilized dressings
- 3 medium size sterilized dressings
- 3 large size sterilized dressings
- 3 large sterilized burn dressings
- 1 (30 ml) bottle containing a two per cent alcoholic solution of iodine.
- 1 (30 ml) bottle containing salvolatile having the dose and mode of administration indicated on the label.
- 1 snakebite lancet.
- 1 (30 gms) bottle of potassium permanganate crystals.
- 1 pair scissors.
- 1 copy of the first-aid leaflet issued by the Director General, Factory Advice Service and Labor Institute, Government of India.
- 1 bottle containing 100 tablets (each of 5 gms) of aspirin.

- Ointment for burns.
- A bottle of suitable surgical antiseptic solution.

4. COVID FACILITIES

- Hand Sanitizer
- Face Mask

Section - IV

SPECIAL CONDITION OF CONTRACT

These special conditions of contract shall be read in conjunction with Airports Authority of India General conditions of contract, if there are any provisions in the special conditions of contract which are at variance with the provisions of general conditions of contract, the provision in these special conditions shall take precedence.

1. **General Scope of Work:** - The scope of work includes

- **Deploying 25 Nos. of Animal Cum Bird Scarers per day for two years.**
- **Providing approx. 30,000 Sound Crackers with 3000 matchboxes during contract period as per specifications.**
- **One Number (01 No.) Mahindra Bolero vehicle on regular basis for 16 hrs. per day (with 3000 KM per Month) Model April 2019 onward with 02 drivers per day during contract period.**

a. **Animal Cum Bird Scarers:**

The Bird Hazard Control will be done round the clock by use of Sound crackers and zone guns etc. methods decided by competent authority. Contactor shall implement the directions issued by Competent Authority on how to scare birds/animals inside/ outside operational area of Amritsar Airport during watch hours. During non flight hours, they will be utilized in Operational Area for removing FOD / clearing the bird attracting areas/ the path of wild animals intrusion area. They will also notify it in their register / log book daily.

The duties and responsibilities of the personnel engaged by the contractor would be as follows:

- (i) The contractor shall be responsible for the scaring of Birds & animals, their removal and allied services in operational area of the airport (Airside) as directed by ATM In-Charge/Duty ATC Officer as per SOP provided by Airport Director.
- (ii) To guard the Aerodrome (Air Side) by scaring and chasing the Birds, Wild Animals/Dogs from operational area and to ensure it is free from all kind of such activities during the period of deployment/Watch Hours.
- (iii) To use Sound crackers/other bird & animal scaring equipment or device for scaring birds and wild animals.
- (iv) To operate Zone guns inside the operational area as per the direction of Incharge (ATS)/Duty ATC Officer.
- (v) To remove dead insects/ birds/ animals from operational area and disposing them appropriately.
- (vi) To maintain continuous watch over the airfield during the period of deployment/Watch Hours and alert Duty ATC officer of any bird/wildlife activity inside airfield.
- (vii) Caution shall be exercised while using crackers to avoid the adverse effect on aircraft and grass fire.

- (viii) Reminders of burnt crackers will be removed and operational area shall be kept clean.
- (ix) To assist in allied services like grass cutting and removal of grass within runway shoulder area (inside operational area) during non flight period as directed by the Incharge (ATS)/Duty ATC officer.
- (x) To remove foreign objects (FOD) as observed within airfield including Apron Area.
- (xi) To provide all other allied services, associated with the Wildlife management inside the operational area as per the direction of ATS In-Charge/Duty Officer ATC.
- (xii) Animal /Bird Scarers to be deployed in Operational Area as per the direction of ATS In-Charge/Duty Officer ATC.
- (xiii) The persons deployed for bird & animal scarring by the contractor are transferable from one location to another inside the operational area as per the directions of AAI.
- (xiv) Contractor/Supervisor shall be responsible for deployment of Bird Scares/labours and carry out supervisory duties envisaged under the job contract.
- (xv) The contractor shall abide by all the terms & conditions enforced by Airport Director/ ATM In Charge/duty officer ATC without any condition.
- (xvi) The Sound crackers required for Bird and Animal Scaring and other materials (PPE i.e. Gumboots, Raincoat, Umbrella, Ramp Jacket, Lathis, Torch, Reflecting film for reflecting structure etc.) will be procured and supplied by the working agency according to government norms.
- (xvii) The LPG for Zone Gun and other materials will be procured and supplied by AAI.
- (xviii) The contractor shall comply with the mandatory BCAS security rules and regulations being enforced from time to time at the work place.
- (xix) Necessary penalty will be made if the workers of the contractor are not found in uniform at any time during the duty.

b. Vehicle:

The vehicle is required for use at SGRDJI Airport, Amritsar for carrying manpower to the bird chaser point and animal scaring in operational area.

- 2. Period of Contract:** - The service contract shall be for a period of **02 (Two)** years (To be decided by Airport Director) from the date of deployment of manpower as per BOQ. The contract period can be extended for further period of 06 months on the same terms and conditions of the agreement. AAI reserves the right to terminate the contract fully or partially by giving 30 days' notice in writing to the contractor. If in the opinion of the Airport Director, it is observed that the contractor is not doing the works satisfactorily as per the terms and conditions of contract, then the contract can be terminated with immediate effect without giving any reasons thereof.
- 3. Entry Pass:** - The work site lies in restricted area. The contractor shall apply in writing in advance for issue of necessary entry passes of manpower engaged by him. The office/airport premises are an essential service covered under the maintenance of essential service Act and hence disruption of services rendered will be a statutory offence.

The necessary police verification etc. as required for entry passes will be the responsibility of the contractor. All expenditure towards arranging security passes shall be borne by the Agency.

- 4. Security:** - The contractor and his employees shall abide by security regulation framed by AAI/ BCAS or Police Authorities. Any worker of the contractor, whose presence is found undesirable in AAI premises, shall not be allowed to work. The Contractor shall be fully responsible for the satisfactorily working of his staff.

"If Contractor or his authorized representative or his employed workers are found violating any of security regulations, suitable action shall be taken by AAI as per prevailing rules".

All men and vehicles shall be permitted to enter the restricted / office area only on possession of the security passes. The contractor shall apply in writing in advance before commencement of work for issue of security passes and shall submit a list of personnel concerned with their addresses. The contractor shall ensure that his men are deployed only in those areas where the security passes issued is valid for. Passes shall be deposited back with Airport Director on demand and in any case immediately after completion of work. The contractor or his staff/workmen shall observe all the rules promulgated from time to time by the concerned authorities. Any person found violating the security rules laid down by the authority will be expelled from the area without assigning any reason whatsoever and contractor shall have no claim on this account.

5. Statutory & Regulatory Clauses: -

The contractor has to discharge all the obligations as provided under various statutory enactment including the EPF/ ESI/ Contract Labour (Regulation and abolition)/ Minimum Wages / Payment of Wages / Payment of Bonus /Payment of Gratuity / Workmen's compensation / Works Contract and other relevant Acts, Rules and Regulations in force and as amended from time to time in the State, as applicable.

The engagement and employment of workers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be violation of this contract. AAI may ask the contractor to produce documents to verify that these provisions/laws are complied by the contractor.

The contractor has to follow the local security/safety rules & regulations and such instructions on restricted hours of work as may be imposed on him by the department / local authorities, while working in security restricted zones and no claim whatsoever on account of this, will be entertained.

The contractor has to deploy their staff to run the system on all days (365 days) including Sundays and Gazetted holidays in shift as per BOQ for which nothing extra shall be paid.

- 6. Uniform:-** The contractor/ agency has to provide every year during the currency of the contract, 2 sets of uniform (pant and shirt), 1 No. high visibility jacket, 1 pair of shoes & 3

pair of socks and a sweater (for winter stations only) and raincoat, umbrella, Gum Boot (for monsoon) to his staff of approved colour during the contract period, within one month from the date of award, failing which, AAI recover an amount of Rs.200/- per person per week till the compliance of the same from the contractors running/final bill. In the event of non-compliance of wearing uniform & shoes by workers on daily basis, a recovery of Rs. 50/-per day per person shall be made from running bills. The workers should wear a badge on the left pocket of the shirt mentioning company's name.

7. No accommodation shall be arranged by the AAI for the staff / workers of the contractor. It is the responsibility of contractor to make his own arrangements for the facilities.

8. **Rates:** - The prices quoted shall be including all taxes but excluding GST, PF, ESI and BONUS. GST, 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 or after the final bill.

9. **PF & ESIC Contribution:-**

(i) The contractor shall register himself with Labour Licensing Authority and obtain Labour License Number in this regard.

(ii) The contractor shall have to register with PF & ESIC (where ever applicable) for workmen engaged for the work & challans / deposit receipts of PF & ESI contribution shall be submitted in AAI office for verification/ reimbursement, at the time of submission of bill.

(iii) The PF dues in respect of workers engaged by the contractor for AAI works is to be deposited by the contractor every month by a challan and the documentary evidence in support of such payments along-with employee wise details of the PF contribution (both Employee's share and the employer's contribution) needs to be submitted to the Airport Director for the work/ contract.

(iv) ESI (where ever applicable) & EPF amount (contractor's contribution & administrative charges) paid to the statutory authorities by the contractor shall be reimbursed on actual basis on submission of documentary evidence.

(v) If ESI not applicable, the agency shall provide Rs. 2.0 lacs Mediclaim policy to each person engaged at the site.

(vi) The contractor has to deposit PF & ESI as applicable, failing which recovery/ withheld @ 26 % and 6 % against PF and ESI respectively from their R.A bills/ Final Bill shall be made.

10. **Labour Wages:**

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

difference in EPF and ESI payment to the contractor on revision of minimum wages and no additional amount such as contractor's overhead & profit will be paid on this account.

- (ii) 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 Airport Director.
- (iii) The payment to the workmen's engaged by the contractor is to be paid through NEFT/ RTGS/ Cheque on or before 7Th of every month irrespective of Saturday, Sunday and bank holidays. If, there is 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 for participating in future contracts in AAI shall be initiated. The agency will not be allowed to participate in any of the tendering process in AAI till finalization of the decision.

11. GENERAL SPECIFICATION

- a) **Man Power:** Work has to be carried out 24x7 basis including holidays and Sundays in operational area. The services shall be provided by the contractor and he has to make alternative arrangement as required during the lunch / rest interval / off day of the workers to ensure continuity of service without any break.

All the staff engaged for duty should be provided with uniform & shoes and photo identification cards to be arranged by the contractor.

- b) **Consumable Proposed To Be Used For The Work:**

Sound Crackers: The agency shall provide crackers as per the specification mentioned below:

S No.	Name Of Items	Specification/ Requirement
1	Air Crackers (Rocket Bomb)	<ul style="list-style-type: none"> • ISI certified brand. • Minimum Length of Safety Fuse should be 3.5 cm. Must attain height of at least 150 ft to 200 ft. • Should produce louder noise to scare birds without misfire.
2	Bird Bombs (Thunder/Cake/Jute Bombs)	<ul style="list-style-type: none"> • ISI certified brand. • Minimum Length of Safety Fuse should be 4.0 cm. • Should produce louder noise to scare birds without any misfire.
3	Match Boxes	<ul style="list-style-type: none"> • Home Light or equivalent

- (i) No compromise will be entertained in the quality of supplied items.
- (ii) Contractor has to procure atleast 1000 crackers per month (Bird Bomb and Air Crackers should be in ratio 3:7 respectively).
- (iii) Contractor should ensure that there shall be a backup of at least 10 crackers maintained at each bird chasers point; otherwise penalty will be levied on non compliance.

- (iv) No change of specifications/make/model (whichever is applicable) after the placement of order shall be entertained unless the alternate specifications offered are equivalent or higher. Approval of the competent authority has to be obtained in writing for such a change of specifications before the delivery of the product. Delivery of the alternate product without such an approval shall not be accepted and AAI shall not be responsible for any delay in delivery schedule on this account.
- (v) If any of the supplied items is found defective, contractor has to replace the same for compliance of guarantee/warranty at his own expense to the satisfaction of AAI within a maximum period of 4 weeks otherwise AAI may purchase the same from available means whose cost shall be adjusted from the forthcoming monthly bill or Performance Bank Guarantee of the contractor. If the delay in replacement exceeds 4 weeks, then action may be initiated to black list the contractor.
- (vi) The items supplied must be according to the specifications provided in this document with warranty/guarantee period of at least Six month.
- (vii) Contractor shall produce bill/invoice of sound crackers as per prevailing GST provisions of Govt of India.
- (viii) The quantity mentioned above is indicative only, but the agency has to supply the sound crackers as per actual requirement for the scaring of Birds & animals and AAI will not pay any extra amount in case of increase in consumption of sound crackers.

c) Training: The Job of Bird and Animal Hazard Control requires familiarization of the area of work, Safety precautions and high motivation to remain alert in sun, rain and adverse weather condition. Hence, the Contractor shall before deployment of manpower ensure that such manpower is adequately trained and a record to that effect be submitted by the contractor for verification of AAI before deployment of personnel.

12. Qualification & Wages of Staff: - The contractor should depute the persons as per the qualification given below as required as per BOQ.

- i. **Skilled manpower (Driver)** - The Driver should have a valid Driving Licence for driving four wheeler. The driver should be young and physically fit, say not more than 50 years and shall be paid as per minimum wages.
- ii. **Semi-Skilled Manpower (Supervisor)** -. The minimum qualification of Supervisor shall be at least Higher secondary or +2 Class pass with some computer knowledge. They shall be educated enough to understand 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 and shall be paid as per minimum wages.
- iii. **Unskilled manpower (Bird Scarer)** - Shall be physically sound & shall have basic knowledge of similar work and shall be paid as per minimum wages.

However, Airport Director reserve the rights to relax above mentioned educational requirement and experience criteria for any specialized skilled person suitable to site requirements.

The contractor shall ensure and facilitate the training of Bird / wild life Scarers before deployment.

The behaviour of the driver should be polite, cordial, obedient and not convicted in any Civil or Criminal Court/Law Agencies. In case of any misbehaviour, in addition to taking legal action, the Tenderer will be penalized for the same and the decision of the competent authority in this regard shall be final and binding on the Tenderer.

13. In case of absence of staff from duty, recovery will be made by the department at the following rates, which shall be binding on the contractor.

- i. Skilled : Rs. 607/-
- ii. Semi Skilled : Rs. 503/-
- iii. Un Skilled : Rs. 434/-

But apart from daily wages, an amount of Rs.100/- will be recovered from the agency per person per shift for absenteeism of any worker as a penalty.

The Airport Director has full rights to instruct the agency to expel/ replace the person with the regular habit of taking unauthorized leaves frequently or continuously absent without proper justification, which may impact the morale of co-workers.

14. It is the responsibility of the contractor to work as per scope of work, except for the reasons beyond the control of the contractor. The decision of Airport Director is final and binding on the contractor in respect of establishment and 'the reason beyond the control of the contractor'. If the failure to work as per scope of work or as directed by Airport Director attributed to the contractors / agency, penalty will be imposed on the contractor as deemed fit by the Airport Director.

15. There shall be no liability on the part of the AAI to pay any compensation arising out of the labour dispute, accident etc. at site. The contractor will be fully responsible for safety, security and coordination of the workers deployed at AAI site. Noting extra will be paid to the Agency on this account.

16. Contractor or his authorized representative shall visit the site at least once in one month and as and when called by the Airport Director or his representative and will report about satisfactory working.

17. Any material / equipment taken out for the purpose of repair/ rectification/ replacement from the building or work premises shall have necessary permission from the Airport Director and security personnel/ competent authority in the form of a Gate pass.

18. Terms of payment :

- (i) The Contractor has to deploy at least 10 numbers of persons in morning and afternoon shift each and 04 number of person in night shift all days including Sunday & Holidays. Minimum number of workforce shall be 25, which will include 24 bird/animal chasers with 1 Supervisor and deployment can also be rearranged on need basis. The cost quoted by the tenderer is inclusive of the weekly off & nothing shall be paid extra on this account. **The applicable minimum wages shall not be less than rate prescribed/approved by Central Govt.**
- (ii) AAI reserves the right to withhold an amount as per prevailing rules, from the running account payments, if PF / ESI contribution are not paid by the contractor and proof to that effect have not been produced regularly on due dates.
- (iii) The payment due to the contractor shall be made within 15 days of the submission of the bill by the contractor after due verification by the Airport Director or his authorized representative.
- (iv) The wages to the employees shall be disbursed through debit card of any nationalized bank and the bank statement showing the payment in detail shall be submitted while producing the bills for payment.
- (v) **Bonus:** Contractor shall pay bonus once in a year to all manpower through bank transfer which shall be at least 8.33% of annual wage at the time of payment on pro-rata basis. Proof of this payment should be presented along with corresponding running account bill. The proof of payment for the balance amount of bonus on pro-rata basis from the last bonus paid till the expiry of contract should be submitted along with last running account bill for release of payment. In case of non-payment of bonus, necessary recovery/withheld against bonus from their RA Bill / Final bill shall be made as decided by Airport director and appropriate action will be initiated by AAI against the contractor. The decision of Airport Director in the regard will be final and binding on the Agency.
- (vi) Contractor shall pay National Holiday Allowance for all the three national holidays every year to all persons working on that day through bank transfer as per applicable wages on pro-rata basis and proof of this payment should be presented along with corresponding running account bill.
- (vii) Bills shall accompany clear copy of EPF & ESIC deposit challan for contribution made towards EPF/ESI as per applicable Govt. of India rules for employees engaged for this contract in AAI under self certification with company seal.
- (viii) AAI shall withheld any payment, if the contractor fails to deposit wages, EPF, ESI etc. as per applicable rates and proof to that effect regularly. Any arrear for EPF/ESI deposit along with current deposit in respect of employees engaged under this CONTRACT shall be

completed before presenting the next running account bill. Failing to do so, AAI may stop payment of running account bill.

- (ix) If, wages, PF, ESI etc are revised by the Govt. of India, the same shall be paid to the firm subject to documentary evidence of their payment/challan copy.
- (x) The contractor shall intimate his PF account code no. allotted by regional PF commissioner and ESI registration no. allotted by ESI Corporation within 15 days of award of work, failing which no payment will be released to the contractor.
- (xi) The Running payments for the work done shall be released **Monthly** by AAI only after salary payments to all workers and submitting the proof of disbursement and deducting the applicable taxes.
- (xii) It shall be the responsibilities of the contractor for payment of minimum wages and other statutory benefits etc. to its employees and AAI may anytime check/inspect the same.
- (xiii) In case, of any violation of statutory provisions, with regard to payment of minimum wages, PF, ESIC etc. to the persons engaged by the firm, AAI shall forfeit PBG or stop the payment of monthly bills of the firm.
- (xiv) In case, AAI receive the information/complaint through any source/media, any employee is not paid the notified wages/allowances; AAI will deduct such payment from PBG or monthly bill and directly make the payment to such employee, if contractor fails to justify his side.
- (xv) The following documents as applicable shall be produced and self-attested photo copy shall be submitted by the Contractor during each running bills:-
 - Monthly Challans of E.P.F. and E.S.I. deposits upto previous month.
 - Wages sheet & bank statement verifying transfer of the wages to individual, signed by workers each month.
 - Bonus details received and signed by workers.
 - Log books & attendance register.

19. MINIMUM AMOUNT OF THIRD PARTY INSURANCE

19.1 THIRD PARTY LIABILITY- Minimum One Lakh (Damage occurred to Equipment, Vehicles etc.)

Before commencing the execution of the works the contractor (But without limiting his obligations and responsibilities) shall insure minimum one lakh against any damage occurred to equipment, vehicles, loss or injury which may occur to any property (including that of the Employer) or to any person, including any employee of the

employer by or arising out of the execution of the works or temporary works or in carrying out of the contract.

19.2 If the Contractor could not effect a comprehensive insurance cover against risks which he may be required to effect under the terms of this clause, then he shall give his attention to get the best insurance cover available and even in case of effecting a wider insurance cover than the one which the subsidiary of the General Insurance Company or by a company approved by the Insurance Regulatory Authority of India could offer, such an Insurance is ought to be done after the AAI's approval, by or through the subsidiary of the General Insurance Company.

19.3 Proof of this comprehensive insurance should be submitted along with first running account bill, otherwise payment of the bill may be withheld.

19.4 The insurance shall protect the contractor/contracting agency against all claims applicable for the workman's compensation act-1948. The contractor shall take necessary insurance cover for all persons deployed even for short duration. AAI shall not entertain any claim arising out of mishap, if any, that may take place during the performance of the contract.

20. The contractor shall be responsible for any damage caused to any equipment's /building of AAI due to the negligence of the staff. The same shall be made good by the contractor at his cost.

21. Consumables: - All the consumables such as Stationeries, log books, work diaries to workmen, Sound crackers of reputed brand, lighters or match boxes and other essentials for the contract will be provided by the contractor for which nothing will be paid extra. The agency has to keep minimum quantity of consumables for one month in stock depending on the actual requirement failing which the material will be arranged by the AAI and the expenditure will be recovered from the agency with 15% over head.

22. Tools And Tackles:

The contractor shall provide all the tools and tackles for the works including safety gadgets for Bird Scarers. Bird Scarer will be provided with the following minimum tools of reputed brand for Bird Hazard Control works:-

i.	Lathi	01 number for each worker.
ii.	Animal Catching Net Ring	06 numbers at all times.
iii.	Mope/ Broom	06 numbers at all times.
iv.	Garbage Bags	06 numbers at all times.

23. Penalty Clause:

S No	Type of work / quantity	Unit	Penalty (in Rs.)
1.	Failure to provide Bird and Animal Scarer	For Each Person	350

2.	Disruption in flight operation due to bird concentration on maneuvering area	Per occasion	2500
3.	Confirmed bird hit- if reported by Pilot and Dead Bird recovered inside the operational area during the period of 20 minutes before Sunrise to 20 minutes after Sunset time	Each incident	3000
4.	For not deploying Supervisor	Each day	500
5.	Non wearing proper uniform/ high visibility jackets	Per person per day	100
6.	Non provision of sticks (lathis) for animal/bird chasing	Per person per day	100
7.	Non provision of consumables like Sound Crackers etc.	Per occasion	1000
8.	Not operating serviceable Zone Guns	Per day for each Zone Gun	100
9.	Non-reporting to ATS/OPS In-Charge regarding non availability of required equipments for Animal and/ or Bird chasing	Per day per non-reporting.	100
10	Non provision of Vehicle	Per day	3500

Note: - In any case the total penalty at any point of time on account of any or all the categories put together shall not exceed 15 % of the total contract value per month.

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

Once the total penalty reaches this limit, the contract shall be liable for review / rescind as per the provisions of the contract agreement and the decision of Airport Director in this regard shall be final and binding on the contractor.

24. VEHICLE RELATED OTHER TERMS AND CONDITIONS:

Contractor will be responsible for -

- (i) Regular maintenance of the hired vehicle.
- (ii) Providing fuel and driver for the hired vehicle. Also, amber coloured flashing/rotating obstruction light, siren along with fog lights will have to be installed on vehicle provided. If required, walkie-talkie base sets or any other equipment (provided by AAI) essential for use of vehicle in operational area will have to be installed on the vehicle provided.

- (iii) Carrying out all type of daily and other Schedule Maintenances, all type Major OR Minor repairs, fuelling of vehicle, Cost on account of change/replacement of any spare Parts, Tyres, batteries, Lubricants, maintaining of vehicle interior as per AAI's directive /standards, expenditures on account of Drivers salaries, their Uniform, ESI and PF, and also on account of obtaining and maintaining of road tax, all kind of permit, licenses, Insurances and any other Govt. taxes and levies etc (except for which a specific clause/provision is mentioned in the Tender Form). The vehicle should be in good working condition, hygienically cleaned and well maintained. The vehicle should always have the valid RTO related documents, including PUC, Comprehensive Insurance Policy, Mini Fire Extinguisher and First Aid Box will be kept in the vehicle for unforeseen emergencies.
- (iv) Any vehicle having month/year of registration prior to April 2019 will not be accepted. The vehicle shall be with Commercial Registration with related documents.**
- (v) The contractor shall take prior permission of AAI for substitution of any vehicle in case of breakdown/ maintenance.
- (vi) If, for any reason the contractor needs to replace any vehicle, the same will be allowed not more than once in 03 months. Also, the vehicle should be as per conditions of tender and approval of AAI.
- (vii) The intending contractor should own the vehicle in his name or of the firm or under duly notarized power of attorney in favour of the contractor.
- (viii) Contractor must name his liaison officer/ representative to be available for coordination in connection with day to day running of the vehicle.
- (ix) In case of breakdown, accident or any other exigencies involving any regular vehicle, the contractor will be liable to provide replacement of the same with comparable quality immediately. The details of any such substitution shall be submitted to AAI, on the same day.
- (x) It shall be the responsibility of contractor to adhere to the timings as specified from time to time for deployment of vehicle.
- (xi) Any vehicle which may primarily be meeting the above age norms but the same if, not found to be in good mechanical and physical condition, having Dirty/bad Exteriors or Interiors, Vehicle with Peeled Off Paint, Scratches, Dents on the Body, Torn/Dirty Seat Covers etc will not be accepted.
- (xii) During the Period of contract, the mechanical and physical condition of the Vehicle will be in accordance to the directives of the In-charge (MT), AAI, Amritsar International Airport, Amritsar and his instructions will be binding to the Contractor. AAI may ask for service repair verified by OEM service center.
- (xiii) The Contractor shall arrange Character & Incident verifications and pay the fees required for Airport Entry Pass issued by BCAS & necessary Driving Permit from the concerned Airport officials in respect of MTD & Vehicle Entry Permit & pay the fees as required for use of Vehicle inside Operational areas of the Airport, as applicable.

- (xiv) The Security Clearance and security programme in respect of the Agency and their Partner/Proprietor should be submitted within 90 days after entering into the contract. If any criminal case against the agency, their Partner/Proprietor is found during the course of contract, the same will be terminated immediately and no Airport Entry Passes will be issued to their Proprietor and Staff which are engaged for duty. In such case, Performance Bank Guarantee shall be forfeited.
- (xv) **Effect and Jurisdiction:** This shall be considered as having come in to force from the date of acceptance of above mentioned work order by AAI. The law applicable shall be the law enforced in India.
- (xvi) AAI reserves right to terminate contract at any time in case the performance of the staff is not found satisfactory or for any unforeseen circumstances arisen.
- (xvii) If any worker engaged is found to be not suitable for the position, the contractor has to remove the person immediately and has to depute his substitute.
- (xviii) Any dispute or difference whatsoever arising between AAI and the contractor relating to the contract, interpretation, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of arbitration of the "SCOPE Forum of Conciliation and Arbitration" (clause 3, 4 of section III) and the award made in pursuance thereof shall be binding on the parties.
- (xix) **Log Books:**
- a) The log book/Trip sheets for the purpose of vehicle will be maintained by the contractor to record km covered for verification. In case of failure of km. reader, the actual distance travelled shall be assessed by AAI, whose decision in this regard shall be final and binding. The contractor shall repair/ replace such kilometer reader with in one day or otherwise pro-rata Km per day will be paid.
 - b) The contractor/his drivers shall always maintain all valid & desirable documents/records with them at the work site & provide them for verification/inspection of the authority concerned whenever demanded.
 - c) Contractor OR his employee at site will maintain the log book/record of the vehicle for daily deployment. This record/log book should be every day got signed by the user of AAI & which will be used as base for release of contractor's monthly payment.
 - d) It is the responsibility of the contractor to safe guard the log book/trip sheets and to properly/correctly fill up the entries of all the columns in the log book/trip sheets on completion of each trip and get it signed by the user. The Original log book/trip sheets with one photo copy of the same will be deposited with AAI at the end of the Month along with Contractor's bills for payment.

25. Contract Agreement:

25.1 The contract agreement shall be executed on a non-judicial stamp paper of appropriate value and cost of the stamp paper shall be borne by the Contractor.

25.2 Contractor's tender including the letters of clarifications between the contractor and the AAI prior to the award of contract shall form a part of the Contract Agreement to the extent they have been accepted by AAI.

26. DAMAGE TO PERSON AND PROPERTY

The Contractor shall indemnify and keep indemnified AAI against all losses and claims for injuries or damage to any person or any property whatsoever, which may arise out of or in consequence of the work by them and against all claims, demands and proceedings of or in relation thereof.

DETAILS OF BIDDER**(To be uploaded in Tech Bid Folder)**

All individual firms applying for tender are requested to complete the information in this form..

1.	Name of firm:
2.	Head office address:
3.	Registered office address:
4.	Telephone: _____ Mobile: _____ Contact person name & Designation :
5.	Fax : _____ E-mail: _____
6.	Place of incorporation/ Year of incorporation / registration : Status of Firm: Corporation or Public limited / Private Limited / Partnership firm/ Individual Proprietorship Firm Registration No.

Signature.....

Name & Design

Bidder / Authorized Signatory

Company Stamp / Seal

**UNCONDITIONAL ACCEPTANCE LETTER
(On company's Letter Head)
(To be uploaded in Tech Bid folder at CPP Portal)**

Ref No

Date:

To

The Airport Director,
Airports Authority of India,
Sri Guru Ram Dass Jee International Airport,
Amritsar – 143101

Subject: Unconditional Acceptance of terms & conditions

Sir,

Reference may please be made to your tender no. **AAI/ASR/ATC/2021** for **Job Contract for providing man power for the Bird, Animal scaring and Allied Services in the Operational Area at Amritsar Airport.**

1. I/We have read and examined the Tender documents for “**Job contract for providing Manpower at Amritsar Airport**”. I/We have thoroughly understood the Tender documents containing terms & conditions and other instructions of the contract given and hereby agree to abide by it, in its entirety without any deviations and ambiguity for the above work.

2. I/We have noted that after accepting the Tender terms & conditions including finalized specifications *in its entirety, it is not permissible to put any remarks/conditions (except unconditional rebate on price if any) in the Tender enclosed and the same has been followed in the present case.* In case, this provision of the Tender is found violated after opening Financial Bid, I/We agree that the Tender shall stand rejected.

3. I/We agree to keep Tender validity for 180 days from the date of submission thereof.

4. I/We offer to work at the rate given by me/us as per financial bid enclosed duly signed and it is confirmed that no other charges would be payable to me/us.

5. I/We understand that in the event of not submitting any one or more documents/information by me/us mentioned in Tender document or with inadequate information, my/our Tender will be liable for

rejection. Also, all the documents submitted by me/us are true to the best of my knowledge, in case, it is discovered at any time that the documents are forged/camouflage/ false, the Tenders shall be out rightly rejected and the firm shall be debarred/ black listed for any business with AAI for minimum period of three years.

6. Should the Tender be accepted, I/We hereby agree to abide by and fulfill all terms, conditions & provisions of aforesaid documents and all the rules/ regulation of AAI and any dispute will be settled mutually within the AAI rules first.

7. 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.

8. Required Tender Cost have been paid online for this work.

9. It is also certified that our firm has never been Debarred/Black listed by CBI or AAI or any PSUs/Department like Railways, Defence or any other Department of Govt. of India/State Governments/pvt firm.

Yours truly,

Signature.....

Name & Design

Bidder/Authorized Signatory

Company Stamp / Seal

ANNUAL TURN OVER

(To be uploaded in Tech Bid folder)

FINANCIAL YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (Rs.)
2018-19	
2019-20	
2020-2021	
Average Annual Turnover	

NOTE: The above data is to be supported by Audited Balance Sheets along with profit & loss account of the firm.

* If not audited till the date of submission of tender, a certificate from the Chartered Accountant may be submitted, along with un-audited accounts.

Signature.....

Name & Designation

Bidder/Authorized Signatory

Company Stamp / Seal

DETAILS OF COMPLETED WORKS OF SIMILAR NATURE

(To be uploaded in Tech Bid folder)

(During last seven year ending on 31st March 2021)

S. No.	Name of the contract	Name of the client	Brief Description of the contract	Date of Start	Date of completion as per contract	Date of actual completion	Value (Rs.)
1.							
2.							
3.							
4.							

NOTE: Please upload supporting documents for the above information in Tech Bid folder.

Signature.....

Name & Design

Bidder/Authorized Signatory

Company Stamp / Seal

DECLARATION (For MSME/NSIC Units only)

(On Rs.100/- Non Judicial Stamp Paper)

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

1. Our MSE Unit(s)is/are availing benefits extended by MSME , Government of India to Micro and Small Enterprises (MSEs) for the work of _____ invited vide Bid Number _____

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

OR

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

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

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

SIGNATURE WITH COMPANY SEAL

ATTESTED BY NOTARY PUBLIC

PART – I: TECHNICAL BID
(To be uploaded in Tech Bid folder)

Tender NIT No.

Name of Work: - Job Contract for providing man power for the Bird, Animal scaring and Allied Services in the Operational Area at SGRDJ International Airport, Amritsar.

S No	Eligibility particulars	Name of PDF file to be uploaded
1.	Scanned Copy of Online payment of Tender Fee of Rs.1180/- .	YES/NO
2.	Earnest Money Deposit (EMD) Declaration. As per format in Annexure-11 of tender document.	YES/NO
3.	All pages of Tender Document including Corrigendum, if any, signed and stamped .	YES/NO
4.	Details of firm as per Annexure-1 .	YES/NO
5.	Undertaking stating that its firm/partners/directors have not been blacklisted or any case/complaint is pending against them in India or abroad by any govt. organization/private firm.	YES/NO
6.	Un-conditional Acceptance of all terms & conditions of tender as per format in Annexure-2 of the tender document.	YES/NO
7.	Proof of GST/TIN Registration No.	YES/NO
8.	Proof of PAN card of firm/proprietor.	YES/NO
9.	Annualized Average Financial Turnover during last 03 financial years ending on 31st March 2021 shall be at least Rs. 42,16,569/- (Forty Two Lacs Sixteen Thousand Five Hundred Sixty Nine only) i.e. 30% of estimated cost. As a proof, audited Abridged Balance Sheet along with Profit & Loss Account and IT return for last 3 year shall be submitted. (With details of Auditing Firm/Auditor). (Annexure-3)	YES/NO
10.	Proof of Experience as per Annexure-4 . A certificate from the client stating the similar nature of work carried out and certifying that the work has been satisfactorily performed must be submitted as proof of experience. The agency must possess experience in providing manpower in Central Govt./State Govt./Public Sector Undertakings/reputed private companies during the last 07 years Agency should have satisfactorily completed (Phase/Part completion of the scope of work in a contract shall not be considered), however pre-determined phasing of work with satisfactory performance certificate of at least three works for each	YES/NO

	of Rs. 28.11 Lacs , or two works each of Rs. 35.13 Lacs , or one work of Rs. 56.22 Lacs in single contract of similar nature of works i.e. supply of man power during last seven years ending on last date of submission of e-Bid. -(Experience of Private Firm must be supported by TDS Certificate.)	
11.	Completion certificate i.r.o. works mentioned above from end user agencies clearly mentioned the following points on user letter head:- name of work and reference no. , date of completion, PO amount, Completed work amount and Performance.	YES/NO
12.	Tender Fee exemption in case of NSIC/MSME registered bidders: a- NSIC/MSME Certificate b- Declaration (Ref Format " Annexure-5 (MSME)) (Unfilled Annexure will be rejected straight forward)	YES/NO
13.	Compliance statement towards eligibility as per Annexure-6 .	YES/NO
14.	The successful bidder shall pay its employees at least minimum wages, EPF, ESIC and other statutory component as per applicable Govt. of India rules. An affidavit in this regard shall be submitted by the bidders as per Annexure-8 . (Affidavit must be on non judicial stamp paper of Rs. 100/- and Notary attested)	YES/NO
15.	Power of Attorney on stamp paper of Rs.100/- authorizing the designated executive to sign all documents on behalf of the Company or Firm, if the bid is not signed by the Director of the Company or Partner / Proprietor of the Firm.	YES/NO
16.	P.F & ESI registration / Undertaking (in case of not having PF & ESI registration)	YES/NO
17.	Proof of documents of vehicle with their registration number, make, model, year of manufacture, road tax paid upto, insurance valid upto, fitness valid upto, name of the owner or duly Notarized Power Of Attorney (POA) (If, vehicle is not in the name of tenderer). (Attested Photocopies and POA if applicable)	YES/NO
18.	Undertaking/ Declaration by contractor on his letterhead regarding no relation of his relatives or family members with any employee of AAI in the prescribed performa.	YES/NO

Signature with date:

Name & Design:

Bidder/Authorized Signatory

Company Stamp / Seal

FORM OF BANK GUARANTEE FOR PERFORMANCE COMPLIANCE

(To be stamped in accordance with stamp Act)

(The non-judicial stamp paper should be in the name of issuing Bank)

Ref No. :

Dated:

Bank Guarantee No.:

To

The Airport Director,
Airports Authority of India,
Sri Guru Ram Dass Jee International Airport,
Amritsar – 143101

Dear Sir,

In consideration of the Airport Director, AAI, Amritsar (hereinafter called "AAI") having offered to accept the terms and conditions of the proposed agreement between and [hereinafter called the said Contractor] for the work (hereinafter called "the said agreement") having agreed to production of irrevocable Bank Guarantee for Rs (Rupees only) as a security / guarantee from the contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We (**indicate the name of the Bank**) (hereinafter referred to as "the Bank") hereby undertake to pay AAI an amount not exceeding Rs..... (Rupees only) on demand by Department of ATC, AAI, Amritsar.
2. We (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from AAI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees only).
3. We, the said bank further undertake to pay to AAI any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
4. We (**indicate the name of the Bank**) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of AAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till ATS Incharge on behalf of AAI certified that the work awarded as per terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5. We (**indicate the name of the Bank**) further agree with AAI that AAI shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by AAI against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of AAI or any indulgence by the AAI to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us.

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

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

8. This guarantee shall be valid up to unless extended on demand by AAI.

Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of month of year for (**indicate the name of the Bank**).

Authorized Signatory

With date & Seal

Format of Affidavit

(On Rs.100/- Non Judicial Stamp Paper)

(To be uploaded in Tech Bid folder)

I (Name), aged Years, S/o (Name), Proprietor/
Managing Partner/Managing Director of (Name of the Agency) do hereby
solemnly affirm state:

3. That I am competent to swear this affidavit on behalf of (Name of Agency).
4. That in the event of work is awarded to our agency; the wages to be paid to the workers engaged shall not be less than minimum wages with EPF, ESIC etc. as determined by Govt. of India for the time being in force.

Dated this, the day of month year.

Place:

Date:

DEPONENT

Note: The affidavit is to be attested by a Notary.

FINANCIAL BID

Tender Inviting Authority: AIRPORT DIRECTOR, SGRDJI AIRPORT, AMRITSAR					
Name of Work: JOB CONTRACT FOR PROVIDING MANPOWER FOR THE BIRD, ANIMAL SCARING AND ALLIED SERVICES IN THE OPERATIONAL AREA AT SGRDJ INTERNATIONAL AIRPORT, AMRITSAR					
Contract No: AAI/ASR/ATC/OPS/2021					
Name of the Bidder/ Bidding Firm / Company :					
PRICE SCHEDULE					
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER	TEXT	NUMBER	TEXT	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	TOTAL AMOUNT Without GST in Rs. P	TOTAL AMOUNT In Words
1	Name of Work				
1	JOB CONTRACT FOR PROVIDING MANPOWER, CRACKERS, VEHICLE AS PER TENDER SCOPE	1.00	JOB		
2	CHARGES FOR EXTRA KILOMETERS BEYOND FIXED KILOMETERS FOR VEHICLE (10% ESTIMATED EXTRA FOR 24 MONTHS: 3000*12*2=72000, 72000%10=7200 KMs)	7200	KMs		
3	Note:- 1. Prospective bidders shall have to fill up their rate including all taxes but excluding GST, PF, ESI and BONUS.. 2. Rates taken in estimate for Extra Km run will not be considered for L-1 position of bidder, because these are considered and executed in case of emergency only.				
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only	

Note:

- All the component/items of the bid are regulated by Govt. Of India from time to time and it is common for all the bidders. **Prospective bidders shall have to fill up their rate including all taxes but excluding GST, PF, ESI and BONUS. Comparative statement shall be strictly made on the rate quoted by the respective bidders.**
- The applicable wages, GST, PF, ESI, Bonus and Uniform for manpower will be reimbursed as per actual after submission of documentary evidence as per rules.
- The successful bidder is liable to pay all Govt. Taxes applicable at the rates declared by Govt. of India from time to time.
- Rate shall be quoted in Financial Bid (Online Only).**
- This financial bid format is only indicative, actual bid shall be submitted online.
- Rates taken in estimate for Extra Km run will not be considered for L-1 position of bidder, because these are considered and executed in case of emergency only.

Signature with date:
Name & Design :
Bidder/Authorized Signatory
Company Stamp / Seal

AGREEMENT

(On Rs.100/- Non Judicial Stamp Paper)

THIS AGREEMENT, entered into this (Date) day of (Month & Year) by and between (Name of Contractor), having its office at (Contractor’s office address) (hereinafter called the “Contractor”) and the Airports Authority of India having its office at Sri Guru Ram Das Jee International Airport, Amritsar – 143101 (Punjab) (hereinafter called the “AAI”), the expressions “Contractor” and “AAI” shall mean their successors, legal representatives or assigns, for **Job Contract for providing man power for the Bird, Animal scaring and Allied Services in the Operational Area at Amritsar Airport.**

WITNESSETH

WHEREAS, AAI invited offers for the **Job Contract for providing man power for the Bird, Animal scaring and Allied Services in the Operational Area at Amritsar Airport**, Amritsar for TWO YEARS.

WHEREAS, the Contractor has offered **Job Contract for providing man power for the Bird, Animal scaring and Allied Services in the Operational Area at Amritsar Airport** for two years in accordance with their Price Bid dated (Date) and AAI has accepted its offer.

NOW, therefore, in consideration and mutual covenants contained herein, the Contractor and the AAI (hereinafter referred to as the “parties”) agree that the following document shall be part of this agreement:

AAI Tender Document including section-I, II, III, IV, Annexure-1 to 10 for the **Job Contract for providing man power for the Bird, Animal scaring and Allied Services in the Operational Area at Amritsar Airport (Punjab).**

1. Tender corrigenda no. 1, 2 – if any.
2. Queries raised by AAI during technical evaluation and technical clarifications submitted by the contractor in response thereof.
3. Reference of LOI/Work Order issued/acceptance of bidder/amendment, if any.

Signed this agreement on Day of Month Year.

For and on behalf of Contractor

For and on behalf of AAI

Signature

Signature

Name of the Executive :

Name of Executive :

Design :

Design :

Witness on behalf of Contractor:

Witness on behalf of AAI:

Signature:

Signature:

Name :

Name :

Designation:

Performa for Earnest Money Declaration

(To be submitted on contractor's letter head)

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

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

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

Or

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

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

Signature of the contractor(s)