



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

भारतीय विमानपत्तन प्राधिकरण

AIRPORTS AUTHORITY OF INDIA

लाल बहादुर शास्त्री अंतर्राष्ट्रीय विमानतल वाराणसी

LAL BHADUR SHASTRI INTERNATIONAL AIRPORT VARANASI

निविदा दस्तावेज़/ TENDER DOCUMENT

कार्य का नाम/Name Of Work

लाल बहादुर शास्त्री अंतर्राष्ट्रीय विमानतल, वाराणसी पर ऑपरेशनल एरिया में पक्षी एवं वन्यजीव उत्पन्न जोखिम से बचाव हेतु मैनपावर की तैनाती का संविदा कार्य

Job Contract for Provision of Bird and Wildlife Hazard Control by deployment of manpower inside Operational Area at LBSI Airport Varanasi

GEM ID NO.: [GEM/2024/B/5449394](#)

BID Manager: In-Charge (ATS/Air Traffic Management), LBSI Airport Varanasi

Email-id.: vibn.ats@aai.aero

www.aai.aero and <https://gem.gov.in>

AIRPORTS AUTHORITY OF INDIA
Lal Bahadur Shastri International Airport Varanasi

Name of Work: Job Contract for Provision of Bird and Wildlife Hazard Control by deployment of manpower inside Operational Area at LBSI Airport Varanasi for one year (twelve months) through GEM.

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It is certified that this tender document contains cover page and pages numbered serially from sl. no. 01 to 57 (total 58 pages) as detailed above.

BID Manager
In-Charge (ATS/Air Traffic Management), LBSI Airport, Varanasi



AIRPORTS AUTHORITY OF INDIA

Lal Bahadur Shastri International Airport Varanasi

Ref. No. AAI/VNS/ATM-09/Bird & Wildlife Hazard/2024-25

Date: 28.09.2024

Section A: NOTICE INVITING TENDER (2 Envelope Open Tender)

GeM BID ID: **GEM/2024/B/5449394**

1. Item Rate tenders are invited through e-tendering GeM portal by In-charge (ATS/AIR TRAFFIC MANAGEMENT), Airports Authority of India, LBSI Airport, Varanasi on behalf of Chairman, AAI from the eligible contractors for the work of **"Job Contract for Provision of Bird and Wildlife Hazard Control by deployment of manpower inside Operational Area at LBSI Airport Varanasi for one year (twelve months) through GEM"** at an estimated cost of **Rs. 1,00,12,480/- (Rupees One Crore Twelve Thousand Four Hundred Eighty only) for a period of one year i.e. 365 days.** Estimated cost put to tender is inclusive of minimum wages as per prevailing central government rates, Uniform and associated accessories charges, contractor's profit (Service Charges) and reimbursement of EPF, ESI, Bonus & GST as applicable as per Government of India guidelines prevailing and revised from time to time on submission of proof of payment.

Note: *The same contract may be extended further for a period up to 12 (Twelve) Months at the discretion of AAI on same terms and conditions of NIT, subject to satisfactory performance of work by contractor.*

- i. The tendering process is online at e-portal URL address www.gem.gov.in . Aspiring bidders may download and go through the tender document. The tenders will not be accepted in any other form. Prospective tenderers are advised to get themselves register at Gem portal, obtain "Login ID" & "Password" and go through the instructions available in the home page after login to the Gem Portal www.gem.gov.in. They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their tender.
- ii. For any technical issues, Help Desk of GeM Portal may be contacted. For clarifications relating to the tender(s) published kindly contact the Bid Manager/Tender Inviting Authority as per contact details given below via e-mail on all working days from **09.30 hrs to 18.00 hrs** (Except Saturday, Sunday and Gazetted Holiday).
In-Charge (ATS/AIR TRAFFIC MANAGEMENT): vibn.ats@aii.aero
- iii. All bid procedure related queries be referred to HELP DESK GeM portal only. Please note that under no circumstances bid procedure related queries shall be referred to the Bid inviting authority.

2. Critical Date Sheet:

Publishing Date	As per GeM
Bid Document Download/Sale Start Date	As per GeM
Clarification Start Date	As per GeM
Clarification End Date	As per GeM
Bid submission Start Date	As per GeM
Bid Submission End Date	As per GeM
Bid Opening Date (Envelope-I)	As per GeM
Bid Opening Date (Envelope-II)	Will be intimated on GeM Portal

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

- 3. Tender Processing Fee:** Tender processing fee of Rs. 1180 (i/c GST), non-refundable) is required to be paid online through NEFT/RTGS mode to AAI, Varanasi.
- 4. Earnest Money Deposit:** Earnest money deposit (EMD) of Rs.2,00,250/- (Rupees Two Lakh Two Hundred Fifty Only) is required to be paid online through NEFT/RTGS mode to AAI, Varanasi.

Bank details for making online payment is given below.

Name of A/c Holder	Airports Authority Of India, Varanasi Airport
A/c Number	30141204943
Name of Bank	State Bank of India
IFSC Code	SBIN0002512
Branch Name & Code	Air Cargo Complex, Babatpur, Varanasi (002512)
MICR number	221002032
PAN Number	AAACA6412D
Contact Person	In-charge (Finance Section), AAI, Varanasi Airport
Contact Details	fin.vns@aai.aero

Note: Online payment of Earnest Money Deposit (EMD) shall be accepted and considered. Payment of EMD in the form of Cash / Demand Draft or any other form (other than online) mode shall not be accepted. Also no documents in physical form shall be entertained/accepted and those bidders shall be summarily rejected.

5. Pre-qualification Criteria for Contractor/Firms:

5.1 Work Experience:

- i) **Mandatory Work Experience:** The bidder must have minimum **12 Months** experience of successful completion of **Bird and Wildlife Hazard Control Services** inside operational area at any of the airports within country ending last day of the month previous to the one in which tenders are invited or prior.
- ii) **Prior Work Experience:** Agency should have successfully completed or substantially completed three works, each of **Rs.40.04 Lacs per annum** or two works, each of **Rs.50.06 Lacs per annum** or one work of **Rs.80.09 Lacs per annum** in single contract of similar nature of "**Supply of Manpower**" during last seven years ending last day of month previous to the one in which tenders are invited. The details of similar works completed during last seven years in the given format Annexure-IX with supporting documents (Completion Certificate /Substantial completion certificate (for substantial completion n value equal to or more than 80% of the award value) and other supporting documents (copy of work order /purchase order with BOQ/SOQ etc.) issued by the client.

The Experience Certificates of works completed pre-GST era, Completion amount will be divided by 1.12 (to exclude pre GST taxes) to make it at par with experience certificates of post GST era but excluding GST.

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

Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of work. Tenderers showing work experience certificate from Non-Government/ Non-PSU Organizations should submit copy of Tax Deduction at Source [TDS] Certificate along with a certificate issued by registered Chartered Accountant, clearly specifying the name of work, total payment received against the work and TDS amount for the work. Substantial completion means completion value equal to or more than 80% of the award value of works completed under the contract.

- 5.2 Prior Turnover:** Should have annualized average financial turnover of **30 Lakh** against works executed during last three years ending 31st March of the previous financial year. As a proof, CA certified copy of Abridged Balance Sheet along with Profit and Loss Accounts Statement of the firm should be uploaded. Firms showing continuous losses during the last three years in the balance sheet shall be summarily rejected. All submitted CA Certified documents ie Turnover Certificate, Accounts Statements must contain UDIN clearly mentioned over it.

5.3 Should have valid Permanent Account Number (PAN).

5.4 Should have Goods & Service Tax (GST) Registration.

5.5 Should have valid EPF Registration.

5.6 Should have valid ESIC Registration.

5.7 Should have Valid MSME / NSIC/ Udyam/ Certificate of Recognition for Start-ups issued by DPIIT or equivalent registration certificate, as applicable, for bidder seeking exemption in payment of EMD, Prior Work Experience & Prior Turnover. Registration/Recognition should be in similar nature of services viz. Supply of manpower only.

Note: Bids of such bidders will be summarily rejected without assigning any reason, if they fail to pay EMD, Work experience certificate and Turnover Certificate on GeM Portal or do not upload scan copy of registration/recognition certificate in similar nature of services viz. supply of manpower with MSME/ NSIC/Udyam/Certificate of Recognition for Start-ups issued by DPIIT or equivalent organization if seeking exemption from paying EMD, Prior Work Experience & Prior Turnover) (Refer para 8.2)

6. Mode of submission of bid: Documents in following 2 Envelopes/Packs shall be submitted online at GeM portal by the bidder as per details given below. Uploading in location other than specified below shall not be considered for evaluation.

6.1 Envelope-I (Tender Processing fee, EMD, Pre-Qualification and Technical Bid):
- Following documents should be uploaded in "Prequalification/Technical Cover" of GeM portal.

A. Tender processing fee & EMD:

Scanned copy of Tender Processing Fee & Earnest Money Deposit (EMD) paid through payment gateway on GEM portal, through Net Banking (SBI & other banks) & NEFT/RTGS payment gateway integrated/ mapped with GEM Portal.

B. Technical/Pre-Qualification Bid containing the following:

- i. Scan copy of Signed Unconditional Acceptance of AAI's Tender Conditions on organization letter head as per **Annexure-I**. Those bidders will not submit Unconditional Acceptance letter as per **Annexure - I** whose bid shall be out rightly rejected.
- ii. Scan copy of Signed Tender Form as per Performa given in **Annexure-II**.
- iii. Scan copy of GST Registration Certificate
- iv. Permanent Account Number(PAN).
- v. Scan copy of EPF Registration Certificate.
- vi. Scan copy of ESIC Registration Certificate.
- vii. Scan copy of undertaking regarding "Debarment/Blacklist" on company/organization letter head as per the pro-forma at **Annexure-VI**.
- viii. **Work Experience Certificate from Client as per para 6.1**
(Note: The certificate should show the nature of work done, the value of work done, date of start, date of completion as per agreement, actual date of completion and remarks on satisfactory completion of work. Tax deduction at sources (TDS) certificate (form 16A), in case the work experience certificate is from non-government/ non-PSU)
Scan copy of CA Certificate for Average Annual Turnover for last three financial years, Abridged Balance Sheet showing Profit and Loss account statement as per para 5.2
(Note: All submitted CA Certified documents such as Turnover Certificate, Account Statements etc. must contain UDIN clearly mentioned over it).
- ix. Scan copy of requisite registration certificate with MSME / NSIC / Udyam Registration/ Certificate of Recognition for Start-ups issued by DPIIT or equivalent (Refer 6.1-C).
- x. Declaration as per **Annexure-III**.
- xi. Scanned copy of duly notarized affidavit regarding compliance of payment of minimum wages on non-judicial stamp paper of Rs.100 or higher value as per **Annexure-IV**.
- xii. Undertaking for "Registered under GST and compliance of GST provision" as per **Annexure-V**.

- xiii. Scan copy of payment of Earnest money deposit (EMD) online or MSME / NSIC/Udyam registration/Certificate of Recognition issue by DPIIT in similar category, if seeking exemption in payment of EMD.
- xiv. Scan copy of documents approved by Govt. of India/State which shall/must clearly show particulars of all Directors/Partners/Proprietors of Concerned Company/Firm/Organisation such as Memorandum & Article of Association/Partnership Deed/Firm Registration by Registrar of Companies etc.
- xv. **Duly filled PQ Performa.**

(Note: All the Affidavits/Undertakings must be sworn/executed after date of release of Tender/Bid on GeM Portal)

C. Exemption from paying Tender Fee, EMD, Prior work and Prior Turnover:

-

The following procedure is to be adopted for the MSEs/Recognized Start-ups bidders registered with NSIC/DIC/KVIC/KVIB/Coir Board/Directorate of Handicrafts and Handloom or Recognized by DPIIT or any other body specified by the Ministry of MSME for goods produced and services rendered by MSEs/Start-ups for which they are registered:

- i. Bidders registered with above organization of Government of India in similar nature of services will be exempted from **paying Tender Fee, EMD, Prior Turnover and Prior Work experience. The Mandatory Work Experience required as per para 5.1(i) will NOT be exempted in view of the critical safety requirement of aircraft operation and its occupants.**
- ii. Bidders seeking exemption and benefits should upload self-attested scanned copy of valid Registration Certificate/Certificate of Recognition issued by DPIIT in similar nature of services i.e. giving details of such validity services etc. in Envelope-I.
- iii. In case Registration Certificate/Certificate of Recognition is found invalid during evaluation, the bid of such bidder shall be rejected and action shall be taken as per rules & regulation of AAI.

6.2 Envelope-II: - The Financial e-Bid through GEM Portal.

The financial bids of the contractors/firms will be opened who are found to be meeting the qualifying requirements and technical criteria, and whose bids are accepted during technical & PQ criteria evaluation (Envelope-I).

All rates shall be quoted in the format provided in GeM portal only. No other format is acceptable.

Note: Bid of those bidders who quote bid for an amount less than prevailing minimum wages as on date 01.04.2024, Statutory payments like PF, ESIC, Bonus, GST@18% and Minimum service charge of 3.85% (inclusive GST) shall not be considered for L-1 and shall be summarily rejected without assigning any reasons.

7. Bid Submission:

The tenderers shall submit their application only at GEM Portal: <https://gem.gov.in> Tenderer/Contractor are advised to follow the instructions provided in the tender document for online submission of bids. Tenderers are required to upload the digitally signed file of scanned documents as per Para 5 & 6.1. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Uploading of application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

Tenderer who has downloaded the tender from Central Public Procurement Portal (GEMP) website <http://etenders.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AAI.

8. BIDS Opening Process:

A) Envelope -I (Prequalification / Technical Cover):

Envelope I (Technical cum pre-qualification cover) shall be open first as per date mentioned in critical date sheet. The bids of those contractor/firms will be accepted who have uploaded required documents as per Technical cum pre-qualification list given above at para 6.1.

The Technical cum Prequalification documents of contractors/firms who have uploaded documents as per para 6.1 will be scrutinized as per list of Prequalification bid documents and any shortfall/clarification document, if required, will be asked from Agency through GeM Portal only. The bidder shall Upload the requisite clarification / documents on GeM Portal within time Specified by AAI, failing which bid will be liable for rejection. The bids of those contractors will be accepted who are found qualified as per Technical cum Prequalification Criteria. The final evaluation of bids of each contractor/firm will be done & eligibility for opening of financial bid will be informed through GeM Portal to Agencies.

If the bidder has any query related to the Bid Document of the work, they should use 'Seek Clarification' on GEM portal to seek clarifications. No other means of communication in this regard shall be entertained. The intimation regarding acceptance/rejection of their bids will be intimated to the tenderers through GEM portal.

B) Envelope-II (Financial Bid):

The financial bids (Envelope-II) of the contractors/firms will be opened who are found to be meeting the qualifying requirements and technical criteria, and whose bids are accepted during technical & PQ criteria evaluation (Envelope-I) on date & time mentioned in CRITICAL DATA SHEET. (In case the date and time for opening of Envelope-II (Financial bid) is required to be changed, the same shall be intimated through GEM Portal).

9. **Refund of EMD:**

The refund of EMD to bidders who fail to qualify in the eligibility / technical criteria, shall be initiated online within 15 days of opening of Envelope-I. For all tenderers who qualify and their financial bids are opened, their EMD of all such tenderers, except L-1, shall be refunded to their source account via on line mode only within 15 days of opening of Envelope-II.

10. AAI reserves the right to accept or reject any or all applications without assigning any reasons. AAI also reserves the right to call off tender process at any stage without assigning any reason. AAI also reserve the right to award the whole OR part of the work to a contractor.
11. AAI reserve the right to disallow the working agencies whose performance at ongoing project (s) is below par and usually poor and has been issued letter of restrain/ Temporary/ Permanent debarment /blacklisting by any department of AAI or central/State Govt. Depts. /PSUs/World Bank/ADB etc.
12. AAI reserve the right to verify the credential submitted by the agency at any stage (before or after the award the work). If at any stage, any information /documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the tenderer then AAI shall take the following action:
 - a) Forfeit the entire amount of EMD submitted by the tenderer.
 - b) The tenderer shall be liable for debarment from tendering in AAI including termination of the contract, apart from any other appropriate contractual / legal action.
13. Consortium / JV companies shall not be permitted. No single firms shall be permitted to submit two separate applications.
14. AAI is not responsible for delay due to link failure / internet problem etc. in respect of submission / receipt of any document or in submission of E-bid. Bidders who are intending to submit E-bids are requested to submit the same well in advance before the due date & time. It is the responsibility of the bidder to make sure that the required documents / E-bids is submitted in time on GeM portal.
15. The quoted rate to include statutory Labour components of PF, ESI and Bonus as per the prevalent Govt. guidelines. All such payment will be reimbursed on production of documentary evidence/ proof of depositing/ proof of remittance of such amount to statutory, regulatory authorities. GST or any additional statutory taxes levied by Govt. will be reimbursed on production of documentary evidence of payment to statutory, regulatory authorities duly certified by the In-charge (ATS/AIR TRAFFIC MANAGEMENT). **No escalation on item is applicable, however agency will be entitled to get reimbursement of hike in minimum wages, PF, Bonus, ESI contribution on production of documentary evidence.**
16. Purchase preference to the Central Public Sector Undertakings shall be applicable as per the directives of Govt. of India prevalent on date of acceptance.
17. Make in India (MII) Policy will be applicable as per prevalent Govt. Of India guidelines up to date amended.

18. Concessions to Indian Micro & small Enterprises (MSEs) units registered with DIC/NSIC/KVIC/KVIB/Directorate of Handicraft and handloom etc to be given as per provision of public procurement policy for MSEs order 2012 with upto date amendments, shall be applicable for tenders of supply/services and shall not be extended to construction work.
19. Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017 vide OM No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 up to date amendment, if any is applicable.
20. This NOTICE INVITING e-TENDER shall form part of the contract documents.

In-Charge (ATS/Air Traffic Management)
Airports Authority of India
LBSI Airport, Varanasi

PQ PERFORMA

(TO BE SUBMITTED BY APPLICANTS IN PQQ FOLDER)

1	2	3	4
Ref. No	Qualifying Criterion	Particulars	Check list
1	Name: Address: Contact Details: Contact Person:		
2	Envelope-I:- shall contain scanned copy of following:-		
a)	Tender processing fee OR MSME/NSIC/Udyam registration/Certificate	Online paid/Exempted	Copy enclosed: Yes/ No
b)	EMD OR MSME/NSIC/Udyam registration/Certificate	Online paid/Exempted	Copy enclosed: Yes/ No
c)	Unconditional Acceptance Letter for AAI Tender Conditions (Annexure-I)		Copy enclosed: Yes/ No
d)	Tender Form (Annexure-II)		Copy enclosed: Yes/ No
e)	Mandatory Work Experience: The bidder must have minimum ONE Year experience of successful completion of Job Contract for Provision of Bird and Wildlife Hazard Control inside Operational Area at Airports at any of the airports within country. Certificate from clients of having satisfactorily completed the works ending last day of the month previous to the one in which tenders are invited or prior.	Details of the works as applicable to client:	Copy of the certificates enclosed: Yes/ No
f)	Prior Work Experience: The details of similar works completed during last seven years as per para 5.1(ii) with supporting documents issued by client.	Details of the works as applicable to client:	Copy of the certificates enclosed: Yes/ No
i)	Three works of value Rs. 40.04 Lacs a) Name of 1 st Work: b) Work order/Agreement No. & Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion:		

	f) Completion cost:	
ii)	a) Name of 2 nd Work: b) Work order/Agreement No. & Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost:	
iii)	a) Name of 3 rd Work: b) Work order/Agreement No. & Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost:	
i)	Two works of value Rs. 50.06 Lacs a) Name of 1 st Work: b) Work order/Agreement No. & Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost:	

ii)	a) Name of 2 nd Work: b) Work order/Agreement No. & Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost:		
OR			
i)	One work each of value Rs. 80.09 Lacs a) Name of Work: b) Work order/Agreement No. & Date: c) Cost: d) Stipulated date of completion as per contract agreement: e) Actual Date of completion: f) Completion cost:		
g)	Whether Experience from Govt./Non-Govt./ Non-PSU organizations	Govt. Organization/Private Clients (Tick whichever is applicable in case experience of Non-Govt./ Non-PSU clients, TDS certificate from clients to be enclosed)	Tax deduction at sources certificate enclosed: YES/NO
h)	TURNOVER:	Year INR (in Lacs)	
i)	Annualized average financial turnover equivalent to Indian Rs. 30 Lacs during last three years ending 31 st March of the previous financial year.The Financial Information shall be submitted in the given format – Form-B.	YY-YY YY-YY YY-YY Average	Proof of turnover enclosed (Abridged balance sheet and profit & loss A/C) : Yes / No
j)	Permanent Account No. (PAN)		Attached: Yes / No
k)	GSTIN No. / GST Registration certificate	GST No. _____	Copy Enclosed: Yes / No

l)	EPF, ESIC registration certificate		Attached: Yes / No
m)	Undertaking for GST Registration & complying its provision -(Annexure-V)		Copy enclosed: Yes/ No
n)	Affidavit regarding compliance of minimum wages-(Annexure-IV)		Attached: Yes / No
o)	Declaration as per (Annexure-III)		Attached: Yes / No
p)	Undertaking regarding “Debarment/Blacklist” as per (Annexure-VI)		
q)	Power of attorney and certificate of incorporation of company, Board resolution (if applicable)		Attached: Yes / No
3	Envelope-II:-		
	Financial/Price Bid in BOQ format uploaded through GEM portal		Uploaded on portal: Yes/No

DECLARATION

I (.....) hereby declare that the documents submitted/ enclosed are true and correct. In case any document at any stage found fake/ incorrect, my EMD may be forfeited & I will be debarred from tendering in AAI.

Date:

Signature with stamp
Authorized signatory of the Agency/ Contractor

AIRPORTS AUTHORITY OF INDIA
LBSI Airport, Varanasi

SECTION B: - GENERAL CONDITIONS OF CONTRACT (GCC)

1. Bids are invited on behalf of Airports Authority of India for the work as mentioned in the summary of tender document.
2. The bid shall be in the prescribed form. Bids are invited on the basis of 02(Two) bid system as detailed in NIT via GeM portal.
3. The time period of contract shall be for **One Year** i.e. **12 (Twelve) months** from the date of taking over of contract. Contract may be extended further for maximum up to **12 (Twelve) months** at the discretion of AAI subject to satisfactory work performance by contractor on same terms and conditions of NIT.
4. The Bidder/Contractor shall not submit more than one bid. If he do so, all the bids submitted by him shall be summarily rejected
5. No two or more concerns/firms in which an individual is interested as Proprietor and/or Partner/ and/or Director shall bid for the execution of the same works, if they do so, all such bids shall be liable to be rejected.
6. Submission of a bid by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors bearing on the execution of the nature of specified job.
7. **All rates shall be quoted in Price Bid as per Performa of GeM portal only.**
8. Notification of award of contract will be made in writing to the successful bidder by the Accepting Authority. The contract will normally be awarded to the technically qualified and responsive Bidder offering lowest evaluated bid in financial bid in conformity with the requirements of the specifications and contract documents. The Accepting Authority shall be the sole judge in this regard. The Accepting Authority does not bind himself to accept the lowest or any bid or to give any reason for his decision.
9. A responsive bidder is one who submits priced bid and accepts all terms and

conditions of the specifications and contract documents without any major modifications.

10. A major modification is one which affects in any way, the quality, quantity and period of completion of the work or which limits in any way the responsibilities OR liabilities of the Bidder or any right of AAI as required in the specifications and contract documents. Any modification in the terms and conditions of the bid, which are not acceptable to AAI, shall also be treated as a major modification. A bidder shall submit a responsive bid, failing which his bid will be liable to be rejected.
11. On acceptance of the bid, the name of the accredited representative (s) of the contractor who would be responsible for taking instructions from Airports Authority of India shall have to be submitted.
12. Taxes as applicable in respect of this contract shall be payable by the contractor and may be deducted at source. Airports Authority of India will not entertain any claim whatsoever in this respect.
13. This tender document shall form part of the contract document/agreement.
14. All the bidders must indicate the capacity & authority of the individual signing tender

**AIRPORTS AUTHORITY OF INDIA
LBSI Airport, Varanasi**

SECTION-C

SPECIAL CONDITIONS OF CONTRACT Part-1 (SCC Part-1)

Name of Work: Job Contract for Provision of Bird and Wildlife Hazard Control by deployment of manpower inside Operational Area at LBSI Airport Varanasi for a period of one year (Twelve Months) through GeM.

The following special conditions shall be read in conjunction with AAI General Conditions of Contract & e-NIT. If there are any provisions in the special conditions of contract which are at variance with provision of General Condition of Contract (AAI). The provision in these special conditions shall take precedence.

- 1.** It is contractor's responsibility to recruit suitable persons for carrying out the work entrusted under this contract and they shall be contractor's workmen and AAI has no responsibility whatsoever in regard to the workmen so employed by the agency for executing the aforesaid contract. If performance of any person deployed by the contractor is not satisfactory, the same staff has to be replaced immediately.
- 2.** All workmen deployed for the job shall have good moral character, health and physique and contractor shall be responsible for the character and antecedent of the workmen of the contractor. Manpower Services shall be provided during the entire month.

3. Educational qualification criteria for Workmen

- 3.1. Skilled(Supervisor):** Occupation involves skill and competence in its performance through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiating and judgement.
 - 3.1.A. Essential Qualification:** Any graduate from any University recognized by Central or State Government; OR High School(10th) pass with any skill development course of minimum one year from any institute recognized by Central or State Government. AND;
 - 3.1.B.** Preference shall be given to person having minimum **Three-year experience** in similar nature of work with working knowledge of computer application i.e. MSWord/Excel etc.
- 3.2. Skilled(MTS):** Occupation involves skill and competence in its performance through experience on the job or through training as an apprentice in a technical or vocational institute and the performance of which calls for initiating and judgement.

- 3.2.A. Essential Qualification: 1. Any graduate from any University recognized by Central or State Government; OR High School(10th) pass with any skill development course of minimum one year from any institute recognized by Central or State Government. AND;
- 3.2.B. Certificate/Diploma course in Computer Applications from a recognized Institute or equivalent. Working Knowledge in MS Office/Computer Application/ /Working knowledge of MS Word, Excel etc.
- 3.3. **Semi-skilled (Bird & Wildlife Chaser):** Occupation requires the application of skill gained by the experience on job which is capable of being applied under the supervision or guidance of a skilled employee.
- 3.3.A. Minimum Educational Qualification: High school (10th) passed from recognized Central or State Government board. AND;
- 3.3.B. Preference shall be given to person having minimum **One-year experience** in similar nature of work; and knowledge to read and write in Hindi and English.
1. The contractor on the instruction of **In-charge (ATS/AIR TRAFFIC MANAGEMENT)** should dismiss or remove from the work, any person or persons in the contractors' employment who may be incompetent or breaches safety & Security rules & regulation of Airport or do such act which amounts to misconduct as per AAI Rules & Regulation. The contractor shall forthwith comply with such requirements.
 2. It shall be contractor's responsibility to obtain the license under the contract Labour (Regulation & Abolition) Act, 1970, and the license shall be kept valid by renewing it from time to time as required by the said act.
 3. The contractor shall, in particular, comply with all the conditions stipulated by the licensing authority in the license granted, under Section 12 read with Rule 25 of the Contract Labour Act and the Contract Labour Rules, and in particular it shall be contractor 's responsibility to ensure:
 - a) That workmen employed by contractor for executing the above contract are not to be paid at less than the minimum wages fixed by the Government or by any Agreement or Settlement or by the Commissioner of Labour, as the case may be.
 - b) Similarly, contractor shall ensure that the working hours and other service conditions are the same as stipulated in the contract.
 - c) It shall be contractor's responsibility to provide all the amenities/ facilities required to be provided to workmen under the Contract Labour Act, and in particular provision of canteen service to workmen, rest room, drinking water facility, lavatory and urinals and first aid facility.
 - d) Contractor shall maintain all registers and records required to be maintained under the various Labour enactment and the rules framed therein.

- e) Contractor shall ensure that the disbursement of wages is done through on line and submit proof of remittance to In-charge (ATS/AIR TRAFFIC MANAGEMENT) or his authorized representative, who will verify the payment, as required by law and authenticate the entries made in the wages register in token of his having witnessed the actual disbursement of wages.
- f) The workmen employed by contractor on AAI premises for executing the above contract shall be under contractor's disciplinary jurisdiction. They shall, however, be subject to the overall discipline of the AAI.
- g) If any of contractor's workmen employed on AAI premises commit any misconduct it shall be contractor's responsibility to take discipline action against them in accordance with law.
- h) Contractor shall fully comply with the provisions of following Labour enactment as may be applicable:
 - I. Factory Act, 1948
 - II. Payment of Wages Act, 1936
 - III. Employee's State Insurance Act, 1948
 - IV. Employee's Provident Fund Act, 1952
 - V. Payment of Bonus Act, 1965
 - VI. Any other Labour enactment that may applicable to you or to your workmen for execution of the Labour contract

4. It is clearly understood by and between the parties that the workmen employed by the contractor on the AAI's premises for execution of the above contract shall be workmen of the contractor and the AAI shall not be held directly or indirectly responsible for any of the liabilities of the contractor in respect of the workmen claim to be direct employees of the AAI.

5. The workmen employed by contractor will have no claim whatsoever on AAI and shall not raise any industrial dispute, either, directly or indirectly, with or against AAI, in respect of any of their service conditions so long as they are employed on AAI premises for the execution of the above contract.

6. In order to ensure that no liability on the part of AAI, it is agreed between the parties that the Security Deposit/Performance Security deposited will be released on the submission of Labour clearance certificate from the Local Labour Enforcement Office (Central). So that, if there is any claim made by workmen regarding their dues, the same can adjusted against the balance money, so kept, provided you have not paid the said legal dues.

Compensation for short supply: If the staff employed by the contractor fail to attend the office in any day, compensation as per agreed rate on GeM portal plus

applicable penalty will be deducted from the bill of service provider/Contractor.

- 7.** The price quoted shall be inclusive of minimum wages as prevailing Labour rates, monthly / annually PIC / AEP Charges, Uniform charges, Extra payment for performing duties on 03 National Holidays (Republic Day, Independence Day, Gandhi Jayanti) and on Labour Day, contractor's profit (Service Charges), Reimbursement of EPF, ESI, Bonus & GST as applicable as per Government of India guidelines prevailing and revised from time to time on submission of proof of payment. In case of any increase in minimum wages during the contract period, same shall be reimbursed to contractor on production of documentary evidence or vice-versa. No additional payment such as contractor profit will be reimbursed due to increased wages. The current rate of minimum wages (w.e.f. 01.04.2024) as prescribed by CLC for B-Area City (Varanasi) is given as for reference: For Skilled Worker (Supervisor): Rs.862/- per day, For Semi-Skilled Worker (Bird Chaser): Rs.734/- per day.
- 8.** The difference in minimum wages based on the actual payment made to the Labour will be paid to the contractor on revision of minimum wages by the office of Regional Labour Commissioner (Central) or vice-versa. The Labour wages are revised twice in the year by the office of Regional Labour Commissioner (Central). The contractor has to submit the proof for the payment of wages to the Labour for reimbursement of difference of wages. However, no additional amount such as contractor's overhead & profit will be paid on this reimbursement.
- 9.** The payment of wages should be made to the employed manpower/ Labours account through RTGS / NEFT / Online by the 07th of every successive month. **Delay in payment will attract a penalty of Rs.50.00 per day per** employee and will be paid by the contractor to his employee along with salary.
- 10.** The contractor should employ only those work men who satisfies the eligibility criteria & found suitable after screening / interview. The decision of In-charge (ATS/AIR TRAFFIC MANAGEMENT) in this regard shall be final and binding.
- 11.** The working hours per shift shall be as per operational requirement or as decided by In-Charge (ATS/AIR TRAFFIC MANAGEMENT) or his authorized representative. The contractor shall ensure that workmen employed by him shall adhere to timing as per shift. Any late coming / early leaving shall be deducted from bills of contractor on pro-rata basis along with penalty considering normal duty of 8 hours per day.
- 12.** The contractor should quote the rates very carefully in price bid format of GeM Portal considering current rates of minimum wages (Skilled-04 nos., and Semi-skilled-18 nos. of manpower) which shall include following cost components:

 - a) Minimum wages rates as applicable
 - b) Extra payment for 03 National Holidays (Republic Day, Independence

- Day, and Gandhi Jayanti), and for Labour Day.
- c) Reimbursement of PF, ESIC, Bonus & GST
- d) Cost of monthly TAEP/ AEP charges.
- e) Cost of Uniform and other accessories.

Note: Uniform description as per Point 4 of SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-2 (SCC

Part 2): Provision of Uniform

- f) Contractor profit (Service Charges)

13. Employees Provident Fund & Miscellaneous Provident Act 1952 and State Insurance (ESI) Act, 1948.

The Contractor shall comply with all the provisions of the Employees Provident Fund & Misc. Provisions Act, 1952, and ESI Act, 1948, amended from time to time and rules framed there under. Some of the provisions are given below:

- a) The contractor shall intimate his PF Account Code No. allotted by Regional PF Commissioner and ESI Registration No. allotted by ESI Corporation, while submitting tender and shall continue to have valid PF Account Code No. and ESI Registration No. till actual completion of the contract.
- b) The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account No. & ESI Registration No before taking over of contract.
- 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.
- d) The contractor shall provide copies of PF & ESI challans of monthly contributions in respect of contract workers engaged for contract work on month to month basis.
- e) 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.

14. The contractor shall provide a list of contract Workers engaged for contract work along with their PF Account. No. & ESI Registration number within one month from award of work.

15. Before deploying the worker, contractor shall submit declaration form duly signed by worker and counter signed by employer along with qualification certificate, experience certificate, police verification, Address proof, Identity proof and photo etc.to In-charge (ATS/AIR TRAFFIC MANAGEMENT) for verification.

16. The contractor shall provide copies of EPF & ESI Electronic Challan cum Receipts of monthly contributions in respect of contract workers engaged for contract work on month-to-month basis.

17. The Contractor has to make applicable extra payment as per prevailing rules for

performing duties on all 03 National Holidays (Republic Day, Independence Day, and Gandhi Jayanti) and on Labour Day to each worker.

- 18.** The Contractor shall arrange **Character & Antecedent verifications** & pay the fees required for Airport Entry Pass issued by BCAS from the concerned Airport officials. Contractor is required to follow all BCAS rules and regulations prevailing as on date and revised from time to time.
- 19. A. It is responsibility of agency to obtain Security clearance from BCAS and submit Security program as per BCAS rules and shall bound to comply all rules and regulations related to security for working at Airport as per prescribed by BCAS. Agency has to apply for Security Clearance on line to BCAS through <https://esahaj.gov.in> within 05 days of award of contract. Simultaneously agency has to apply for provisional security clearance through CSO AAI Varanasi. Agency shall complete all necessary documentation/procedure to obtain Security Clearance and Security Program with-out fail. All procedures related to issue of Airport Entry Permit (Biometric/Temporary) to the deployed staff shall be done by contractor as per current guidelines and all the cost incurred during same shall be borne by contractor and same shall be considered while quoting rate during Tendering.**
- B. Contractor shall follow necessary procedure as per current guidelines for Mandatory AVSEC Training for deployed staff, cost incurred during same shall be borne by contractor and same shall be considered while quoting rate during Tendering.**
- C. It is the responsibility of agency to obtain security clearance within 30 days from award of work and arrange Airport Entry Permit for workmen. Non-deployment of manpower due to any reasons is liable for penalty as per Point 7(iii) of SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-2 (SCC Part-2).**

20. Inspection of site:

The Contractor shall be deemed to have satisfied himself as to the nature of the site of work, local facilities of access availability etc. and all other matters affecting his prices for the execution and completion of work.

21. Sufficiency of tender:

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works to be carried out which would cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works to be carried out.

22. Contractor's Representatives, Agents and workmen:

- 22.1. The contractor shall defend, indemnify and hold harmless from any liability of penalty which may be imposed by the central, state or local authorities by reason of any violation by the contractor or such laws, regulation or requirements and also from all claims, suits or proceedings that may be brought

against the AAI arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of contractor by third parties or by central Authority or any political subdivision thereof.

22.2. The contractors shall employ only Indian Nationals and verify their antecedents and loyalty before employing them on the work. He shall ensure that no person of doubtful antecedent and nationality is in any way, associated with the works.

23. Bye Laws:

The contractor shall comply with all bye-laws and regulations of local and other statutory Govt. authorities having jurisdiction over the works to be carried out/services to be provided and shall be responsible for payment of all fees and other charge and for giving and receiving of all necessary notices and keep the / In-charge (ATS/AIR TRAFFIC MANAGEMENT) or his successor in the office, informed of the said compliance with the bye- laws, payment made notices issued and received.

24. Payment:

24.1. The bill (e-invoice) shall be raised monthly by the contractor in triplicate along with following documents & records and be submitted to In-charge (ATS/AIR TRAFFIC MANAGEMENT) by 15th of successive month. Payment of the same shall be made by AAI, (by Electronic Money transfer directly to the account) within 30 days subject to undisputed claim.

24.2. Statement of payment made in previous month in respect of Manpower provided to AAI for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Varanasi Airport Work/Job and other statements with regard to (a) Attendance, OT (b) Wage including VDA, (c) EPF, (d) ESI and (e) Bonus etc including deductions from each person's as individual contribution in each head as per Government norms and net payment made by the contractor to each person shall have to be submitted along the bill. In addition, any other records as per prevailing provisions of Labour laws issued by local Government Authority should also be submitted.

24.3. In the event of any dispute the decision of AAI shall be final and binding on Contractor.

25. Payment of Wages:

25.1. The payment to be made by contractor to manpower supplied/deployed for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Varanasi Airport Work/Job shall not be less than minimum wages as prescribed by the Central Govt. for **Class B Area city (Varanasi)**. The contractor shall be responsible for fulfilling the requirements Of all the statutory provisions of Contract Labour (Regulation and Abolition) Act. Minimum Wages Act, Bonus Act Gratuity Act, Employees Provident fund Act, Motor vehicles Act, Industrial Dispute Act, and other industrial enactments at his own cost and risk, in respect of all staff employed by him. If due to any reason whatsoever, the AAI is made liable for any acts

of omissions and commissions under laws in force, it shall be payable by the contractor and all such liabilities shall be recovered by the AAI from any dues payable by AAI to the contractor and/or from security deposit/performance security of the contractor and available properties and sources of contractor through process of law.

- 25.2. Contractor Shall comply all statutory provision and various acts in respect of manpower provided for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Varanasi Airport Work/Job like EPF, ESI, Labour License etc. in respect of manpower provided to AAI issued by appropriate Government authority and produce necessary voucher for proof of Payment made to appropriate authority in respect of EPF, ESI, Bonus etc. in Next month bill towards the manpower provided to AAI, Failing which their next month payment would not to be processed. The payment of wages should be made directly by the contractor to his workmen and not through any other agencies, in presence of AAI / his representative.
- 25.3. In case of non-payment of wages or any other dues of any workman engaged and provided for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Varanasi Airport Work/Job to AAI by contractor, AAI reserves the right to make payment and to recover the amount of such payment including penalty from bill of contractor or from any amount payable to him under any contract or as debt payable by contractor.
- 25.4. Release of payment to the contractor each month shall be subject to the contractor satisfying the AAI that the contractor has paid prescribed minimum wages to his workers provided for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Varanasi Airport Work/Job to AAI during the previous month and documents/proof submitted by contractor.
- 25.5. If at any point of time during currency of contract awarded to the successful firm, the rate quoted by contractor for Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Varanasi Airport Work/Job and payment of Wages to their worker including VDA and approved by AAI falls lower than minimum wage including VDA declared by appropriate Government Authority, contractor may submit necessary application for revision of rate of minimum Wage including VDA and related statutory contributions by AAI (percentage of Wage including VDA in respect of ESI, EPF and Bonus excluding contractor service charge) to the In-charge (ATS/AIR TRAFFIC MANAGEMENT) O/O the Airport Director, Varanasi and the difference will be reimbursed to the contractor without any change in contractor profit. Contractor has to ensure payment of minimum wage to manpower provided to AAI for Job Work and related statutory contributions (ESI, EPF and Bonus) by AAI and contribution by each person & deposition with appropriate Government Authorities as per prevailing laws during currency of contract.
- 25.6. On award and commencement of contract within one month, contractor has to submit an affidavit on non-judicial stamp paper before the officer concerned

that they are fully observing the Minimum Wage Act 1948, payment of minimum wages to labours, deduction of provident fund amount at the prescribed rate and timely deposit to the P.F. account in legal obligation under the Labour (Regulation and Abolition) Act 1970.

25.7. In the case where employees deployed manpower by Contractor/Service Provider work overtime due to operational reasons, then Contractor/Service provider shall ensure that they are paid wages as per Overtime Rate as per Govt. norms for the Overtime period and same shall be reimbursed to Contractor/Service Provider on pro-rata basis after submission of proof of same and subsequent verification of documents.

26. COMPLIANCE OF VARIOUS ACTS ON LABOUR:

26.1. Contractor has to obtain the valid Labour license from the Regional Labour Commissioner before engaging and deputing the workmen at this site under the contract Labour (R&A) Act, 1970 and the contractor Labour (Regulation and Abolition) central Rules 1971. The Labour license shall be valid for entire contract period and extension period of contract.

26.2. The contractor shall ensure regular and effective supervision and control on their personnel deployed by him/her and give suitable direction for undertaking the contractual obligations of work/job of Chasing out Birds and Animals from Operational Area & for Wildlife Management Activities, at Varanasi Airport.

26.3. The contractor has to comply with necessary statutory requirement on contract Labour regulations and abolition act 1970 & any amendments thereof. Any violation for not following the Labour laws shall be contractor's responsibility. In this regard, an affidavit in Rs.300/- non judicial stamp paper shall be furnished by contractor as per format mentioned in Annexure-V.

27. RECORDS:

27.1. The contractor shall keep and maintain each and all records as required to be maintained by the contractor under the Contract Labour (Regulation and Abolition) Act 1970, the factories Act, the payment of Wages Act and /or any other applicable laws, rules or regulations, and shall furnish to the concerned officers/authorities in this behalf of any and all information, reports and return as are required to be furnished by the contractor under any such laws, rules or regulations.

27.2. The AAI shall be entitled at all times to carry out any check or inspection of the contractor's facilities, records and accounts to ensure that the provisions of the Labour laws and regulations are being observed by the contractor and that the workmen are not denied the rights and benefits to which they are entitled under provisions. Any violation shall, without prejudice to any other rights or remedies available to the AAI, constitute a ground for termination of the contract as though specifically set for under clauses of GCC thereof.

28. CHANGE IN QUANTITY:

The AAI reserves the right to vary the quantity of Man Power or group of Manpower (Increase or decrease) to be ordered as specified in the Tender as may be necessary, during the execution of the contract, but such variations unless otherwise specified in the tender shall be limited to 50% of the original quantity ordered during the currency of the contract. Payment for the same shall be made on pro-rata basis.

29. Airports Authority of India shall not be responsible for any loss of man/material used by the contractor at site. AAI will not be responsible for any damage/injury caused to Bird chasers while on duty on operational area due to wild life activity/fire etc. The Authority will not be responsible for any injury sustained by the workers during performance of their duties and also for any damages of compensation due to any dispute between him and his workers. To comply with all liabilities out of any provision of Labour acts/-enactment's either in force or enacted from time to time during the execution of this contract shall be the responsibility of agency. Any expenditure incurred by the Authority to face the situation arising out of his workers will be made good from his bills/security deposit/performance security. Further, more, the agency shall be responsible for the payment of compensation, insurance etc. if in respect of his employees.

30. The agency will carry out the jobs as per specification of the Authority and to their entire satisfaction. In case of any complaints either as regards to the nature of service or as regards to the personnel driving the service, the Authority shall intimate to the agency who shall attend the complaints promptly.

31. AAI shall not entertain any claim from either contractor or his employee for regular employment/absorption in AAI.

32. Agency/contractor shall arrange for police verification of character & antecedents, Airport Entry Passes (from BCAS) manpower to be provided at Agency/Contractor Cost.

33. Contractor shall provide the photo identity card/badge to all his employees, indicating name, designation etc.

34. If the AAI is not satisfied with the conduct, behaviour etc. of any of the staff/operating crew of contractor, the contractor shall replace the person concern as per advice of the AAI.

35. DISPUTE RESOLUTION MECHANISM AND ARBITRATION CLAUSE:

Dispute Resolution Clause

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

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

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

35.2. Adjudication through Arbitration: In case no final settlement has been arrived at between the parties after mediation or partially settled as per sub para 39.1 above, the unresolved dispute(s), on invocation by the aggrieved party shall be referred for adjudication by arbitration.

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

35.2.B. When the amount involved is Rs 25 Crores and below shall be referred to a Sole Arbitrator to be appointed by Chairman/Member, AAI, after obtaining consent of the party, as per format annexed at Annexure-A

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

Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Fee payable to the Arbitrator(s) shall be as per Schedule-IV of the Arbitration & Conciliation Act, 1996 and shall be borne by both the parties equally.

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

For the purpose of the above 'Initial statement of Claim' should be taken into consideration for deciding individual arbitrator or Tribunal under clause 39.2 A & B of the Dispute Resolution Clause

Dispute Resolution Committee(s)/DRB shall stand replaced by Mediation Mechanism as stipulated above

36. 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 labour or part thereof ordinarily employed.

(b) The first-aid box shall be distinctly marked with a red cross on white background 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 equipment:

- 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.

From:

-

To,

No. _____ Date: _____

**Reference: Agreement No. _____ for the work of
Court Case Number/Arbitration between _____ & _____**

**Subject: Request to refer the existing dispute for mediation through Mediation
Committee of Independent Experts.**

Sir,

Please refer the subject cited above. Vide agreement dated _____ for _____,
dispute arose with regard to _____ and the matter is pending for/ yet to be
referred for resolution/adjudication by Dispute Resolution Committee/ Dispute Resolution
Board/Arbitrator/ _____ court.

I/We _____, do hereby request the Airports Authority of India to refer our
dispute/ongoing dispute to MCIE as per AAI Mediation Policy dated _____ which
are listed as under:

- i.
- ii.
- iii.

We undertake to abide by the terms and conditions of the said policy of AAI and would
not question any settlement, if arrived, through Mediation. All cost/expense of mediation shall
be borne equally with the Accepting party.

It is consented that by referring the matter to mediation, dispute resolution
through DRC/DRB under clause _____ of the agreement, is dispensed with.

Yours Faithfully,

(_____)

Authorized Representative of Requesting Party

(_____)

Authorized Representative of Accepting Party

*This is a model format and suitable changes may be made as per requirement. Inapplicable
part to be deleted

Format Consent Letter

Dispute Resolution Clause- Para 39.2 (B)

Annexure- A

To,

The Chairman/Member/Regional Executive Director,
Airports Authority of India,

SUB: Request for appointment of arbitrator under clause _____ of the
_____ agreement dated _____ for _____

Sir/Madam,

1. We state that _____ (contractor/agency) was awarded work/
concession of _____ at
_____ Airport/ _____ (other location) of Airports Authority of
India through Award Letter dated.
2. Dispute related _____ arose between us (contractor/agency) and AAI.
-
3. On _____ (date), dispute was referred to Mediation as per AAI Mediation
Policy and any settlement on the following claims/disputes was not reached
between parties:
(i)
(ii)
(iii)
4. A concise statement along with claim in respect of each of such disputes is
attached herewith.
5. In view of the above, we invoke arbitration under clause - _____ of the
_____ agreement between us and AAI and as per proviso to Section
12(5) of the Arbitration & Conciliation Act, 1996, we hereby agree and request
the Chairman/Member/Regional Executive Director AAI to appoint arbitrator from
AAI's panel of arbitrators.
6. I/We also give my/our consent for appointing any of an arbitrator from AAI's
approved panel of arbitrators, **as per paragraph -5 above.**

Thanking you,

(_____)
Authorized Signatory of

Encl: As above

[Format for opting Mediation in existing Agreements*]-Paragraph 06 of TI

37. TERMINATION OF CONTRACT

40.1 Without prejudice to the right of termination provided under the General conditions of contract (GCC) or without prejudice to any other remedy available to the contract in this behalf, AAI may terminate the contract at any time on giving the contractor not less than 30 days' notice in writing, if AAI, finds the quality or efficiency of the work performed by the contractor, to be unsatisfactory of which the Airport Director, AAI, Varanasi Airport, Varanasi shall be the sole judge.

40.2 Upon termination, under and with reference to this clause, the contractor shall be entitled to be paid for the work actually performed up to the date of termination in accordance with the provisions of the contract, but shall not be entitled to any other claim or compensation what so ever, including (but not limited to) any claim or compensation for any expenditure incurred by the contractor in or for any equipment, materials or facilities or for any loss in the profit or anticipated profit of the contractor.

40.3 If at any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the contractor or his employees, AAI reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the AAI whatsoever.

40.4 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.

40.5 Notwithstanding anything contained above, if the contract is terminated on the ground of force majeure, AAI will not be responsible to pay any compensation.

40.6 The service being provided is a mandatory requirement to be complied by AAI in order to provide safe Air Traffic Services. Therefore, in the event of Service provider is not able to provide the service for reasons whatsoever, **a minimum 90(Ninety) days' Notice shall be given by the Service provider to AAI management to make alternate arrangements.**

38. SECURITY DEPOSIT/Performance Security:

41.1 **Security deposit/Performance Security**: The contractor, whose tender is accepted, will be required to furnish security deposit/Performance Security @ **3% of offered amount/contract value in the form of Bank Guarantee (in prescribed format as per Annexure-VII)** in favour of Airports Authority of India, Varanasi Airport drawn on a Nationalized

/Scheduled Bank (As per RBI Schedule) having office in India and payable at Varanasi. No interest on security deposit/performance security is payable by AAI.

- 41.2 After termination/ expiry of the contract, the security deposit/performance security held by the AAI will be released to the contractor within a period of three-month subject to realization of dues, if any to be made from the contractor.

39. SUBLETTING OF CONTRACT:

Directly or indirectly, the Contractor shall not Sublette the Work/Contract/assigned to other agencies/parties without obtaining written permission from the AAI which reserve all the rights in this regard.

40. AGREEMENT:

- 43.1 All the terms and conditions underwritten in the tender Document with set of General Conditions, Conditions of Contract, Special Conditions, specified in Scope of work. Annexure –I to VI and those which would form of work order placed on successful tenderer shall form the part of the agreement to be made with the AAI.

- 43.2 In the event of issuance of "letter of Intent" to the contractor, he will notify to the Airport Director, AAI, Varanasi Airport, and Varanasi in the office. The contractor will have to execute a work contract on a sum of Rs.300/- (OR to an amount which fulfils the legal obligations of such contract), on a Non- Judicial Stamp paper, duly attested by an oath commissioner, at his own cost.

41. Period of Contract:

The period of contract will be for **One Year** i.e (**Twelve months**). The same can, however, be extended for a further period of another **12 (Twelve months)** at the sole discretion of AAI & satisfactory performance of contractor and on same terms and conditions of NIT.

42. Novation Clause:

The contract period is for **One Year** i.e. (**Twelve months**). The contract may be terminated with a termination notice of 30 days without any liabilities to AAI on account of anything else what so ever and without assigning any reason.

43. Obligations relating to Transfer

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

- (i) The Authority shall cause to transfer/ notate this Agreement, in favour of such third party, on the principle that such transfer/notation would release Authority of all liabilities and obligations arising from and after the date of transfer/notation of such rights. The Parties, along with relevant third party(s) shall execute necessary documentation or put in place necessary agreements for the aforesaid transfer/notation; and
- (ii) The rights and obligations under or pursuant to all contracts and other arrangements entered into in accordance with the provisions of this Agreement between Authority and Concessionaire shall be vested in such third party.

Signature of the Tenderer _

Name: -

Date: -

Place: _____

Email Id: _ _

Section - C

SPECIAL CONDITION OF CONTRACT Part-2

(SCC Part 2)

Name of Work: Job Contract for Provision of Bird and Wildlife Hazard Control by deployment of manpower inside Operational Area at LBSI Airport Varanasi.

The following special conditions shall be read in conjunction with AAI General Conditions of Contract & e-NIT. If there are any provisions in the special conditions of contract which are at variance with provision of General Condition of Contract (AAI). The provision in these special conditions shall take precedence.

Scope of Work

The general scope of work is Job Contract for Provision of Bird and Wildlife Hazard Control by deploying manpower at LBSI Airport, Varanasi.

1. Deployment of Manpower:

- The contractor/agency/firm shall be responsible for deployment of sufficient number of manpower i.e. Bird cum Animal Chasers inside operational area per shift per day for one year (365 days) as per requirement of bird and animal scaring work. However, the manpower deployment shall not be less than the minimum required manpower per shift per day as mentioned below;

Minimum Manpower requirement & specifications			
Shift (timings in IST)	Manpower per day	Working Days	Category of Manpower
Morning Shift (0600-1400)	7	365 days	1 Supervisor (Skilled) + 6 Bird Chasers (Semi-Skilled)
Afternoon Shift (1400-2200)	7	365 days	1 Supervisor (Skilled) + 6 Bird Chasers (Semi-Skilled)
Night Shift (2200-0600)	7	365 days	1 Supervisor (Skilled) + 6 Bird Chasers (Semi-Skilled)
General Shift (1000-1800)	1	312 days	Master-Bird-Watcher/MTS/Inventory management etc.
Total Manpower 22 (04 Skilled and 18 Semi-Skilled)			

Table-1: Manpower Deployment Table

- The Contractor/Service Provider shall grant One Day Weekly Off to each deployed manpower and shall also deploy appropriate Nos of reliever staffs to cover for Weekly off/Leaves etc. of the employees and also as and when required.
- The above-mentioned staff deployment can be changed in respect of shift timings as well as in respect of Nos of Manpower deployed as per sole discretion of Airport Director/In-charge (ATS/AIR TRAFFIC MANAGEMENT) or their authorized representative.
- The work/job is operational in nature and is to be carried out in high security as well as sensitive/critical area of Aircraft operations, hence staff deployed by the Contractor/Service Provider shall be mentally as well as physically fit to perform duties as per work/job requirement.
- The contractor/service provider shall ensure the availability of Staffs deployed as per Staff Deployment Table (Table 1) and as per requirement during any emergency/exigency situation and also as and when required as per instructions of Airport Director/In-charge (ATS/AIR TRAFFIC MANAGEMENT) or their authorized representative.

2. Venue & Timing:

- i. Activities of Chasing out Birds and Animals from Operational Area & Activities related to the Wildlife Management is to be carried out in Operational Area of AAI's LBSI Airport, Varanasi.
- ii. Activities of Chasing out Birds and Animals from Operational Area & Activities related to the Wildlife Management must be carried out without fail in all shift on all days of year including Sundays, Public/National Holidays etc.
- iii. All Staffs deployed as per Staff Deployment Table (Table 1) needs to be present before commencement of each shift.
- iv. LBSI Airport, Varanasi provide services to Schedule flights, non-schedule flights and provide extra shifts to cater defence/other operational requirements, the timings of which are variable in nature. Hence the service provider needs to provide manpower as per variable requirement of Varanasi Airport.
- v. Timings of shifts may change due to operational requirements and same shall be intimated to the agency in advance. The contractor/service provider shall be in a position to extend the services accordingly to meet the all such requirements.

3. Work/Job Description:

- i. The Purpose of this Work/Job contract is "To Protect All Aircraft Operations from Any Type of Hazzard Arising Due to Bird/Animal Activity in and around Operational Area of Varanasi Airport and Ensure activities related to Wildlife Management".

Job/Work description mainly includes all below mentioned activities:

- a) Deployment of Manpower as mentioned in point 1 of SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-2

- b) Keeping Attentive Watch/Scout on area in and around operational area of Varanasi Airport for any Bird/Animal movement activities and Immediate Alerting of such Bird/Animal movement activities to ATC.
- c) Perform activities related to Bird/Animal scaring as per specific instruction from ATC by using Available Crackers and other available Bird/Animal Scarring devices
- d) Removal of remains of Bird/Animal after Bird Hit/Animal Hit by an aircraft.
- e) Removal of Any form of **FOD (Foreign Object Debris)** from all Movement area of Aircraft.

The Contractor/Service Provider must ensure below mentioned activities:

- ii. Deployed manpower must do operational area inspection to look out for bird/animal activity Chase out Bird/Animals out of operational area of by using available Bird/Animal Scarring Devices.
- iii. Deployed manpower must put all necessary efforts with available resources to keep Bird/Animals away from Runways strip, Taxiway Strips and All Movement Area of Aircraft.
- iv. Deployed manpower must inspect cages which are kept in Operational area of Varanasi Airport for Wildlife Management Activities and inform to appropriate authorities if any Bird/Animal is caught inside them.
- v. Deployed manpower must do the all activities of coordination with concerned agencies for safe rehabilitation of Bird/Animal caught inside Cages kept in Operational area of Varanasi Airport for Wildlife Management Activities.
- vi. Deployed manpower must daily check availability of Crackers and serviceability of Operation vehicle and Bird Scarring Devices such as Gas Zone Guns, Six Shot Launcher (Sound Guns), Cages kept in Operational area of Varanasi Airport for Wildlife Management Activities etc. and report to concerned authorities for unavailability or unserviceability of abovementioned resources.
- vii. Deployed manpower must do the coordination for maintenance activities of abovementioned resources with concerned authorities.
- viii. Deployed manpower must exercise caution while using crackers, six shot launcher or any other Bird/Animal Scarring Device so that such use does not have any adverse effect on Safe Aircraft movement.
- ix. Deployed manpower must carry out FOD Walk to keep operational area clean, remove burst/burnt crackers or their parts and carry out the BIO Walk to search/dislocate the eggs of birds lying in operational area.
- x. Deployed manpower must exercise caution while using crackers so that Grass Fire like situation can be avoided at any cost and if at all Grass Fire like situation arises then same shall be informed immediately to ATC and Fire Department of AAI.
- xi. Deployed manpower must keep appropriate record of usage, issue of Fire

- Crackers and serviceability of resources of Bird/Animal Scarring Devices etc.
- xii. Deployed manpower must follow all procedure as per SOP developed on BCAS guidelines on usage of crackers and take all necessary efforts to avoid misuse of fire crackers.
 - xiii. Deployed manpower must be conversant with usage of walkie-talkie for communication with ATC.
 - xiv. Deployed manpower must keep diligent watch on Aircraft Movement/Vehicle Movement in area around their pre-determined post/position.
 - xv. Deployed manpower must keep diligent watch on any works such as construction or maintenance and inform ATC immediately if such work is creating any breach in safety of Aircraft Operation.
 - xvi. The manpower deployed in general shift for multiple tasks (MTS) shall be responsible for compilation of wildlife record/data, record keeping of inventory viz. crackers, cartridges, blanks etc. and master bird-watcher role. A documented procedure for stock management, accounting, issue and distribution of items to Bird and Animal chasers on daily basis will be developed to avoid any misuse of crackers, cartridges and Bird and Animal/Animals Hazard Control device etc. by supervisor and shall be made available to this office for record.

Note: The activities under this work/job are not limited to above-mentioned activities. The activities in this work/job may change as per requirement of ATC Duty Officer/In-charge (ATS/AIR TRAFFIC MANAGEMENT)/Airport Director or their authorized representative.

4. Provision of Uniform:

The work/job is operational in nature and is to be carried out in high security as well as sensitive/critical area of Aircraft operations, hence the Contractor/Service Provider must ensure provision of uniform to all deployed manpower. Uniform Description:

- a) 2 sets of uniform containing logo of the agency for identification
- b) Pair of Shoes and Two Pairs of Socks
- c) One Pair of Gum Boots
- d) One Rain Coat
- e) One High Visibility Jacket
- f) 10-units of rechargeable Torch, Umbrella, Water Campers each and 14 nos. of Lathi & brooms (costing approx.Rs.15000/-) per year.

Note: The contractor/service provider shall take concurrence of In-charge (ATS/AIR TRAFFIC MANAGEMENT) before finalizing Uniform to ensure no compromise is made in quality of uniform provided to the staff.

5. Training and Selection: The Job of Bird and Animal Hazard Control requires familiarization of the area of work, Safety precaution, and high motivation to remain alert in sun, rain and adverse weather condition. Hence, the Contractor shall before deployment of manpower ensure that such manpower is adequately skilled and trained as per the job requirement and a record of that is to be submitted by the contractor for verification of AAI before deployment of personnel. **The contractor should give preference to personnel having experience of the same work for selection and deployment.** The contractor shall ensure that his Bird and Animal/Animal Hazard Control personnel use the six shot launcher, crackers and other bird/animal scaring device or equipment provided by AAI for Bird and Animal/animal scaring. They shall not aim Crackers, Lathis, and any other device or equipment at any human or aircraft. The training of contractor's personnel for use of six shot launcher, crackers, Lathis, and other device or equipment shall be done. The contractor shall submit a certificate to this effect prior to commencement of work. Bird and Animal Chaser training and seminar expenses to be borne by contractor from overhead profit and it is non reimbursable. **The Final assessment of required safety awareness and skill of workmen to carry out job inside operational area of airport will be done by competent authority of AAI prior to first time deployment of manpower inside operational area.**

6. Code of Conduct for Deployed Manpower:

The work/job is operational in nature and is to be carried out in high security as well as sensitive/critical area of Aircraft operations, hence the Contractor/Service Provider must also ensure below mentioned:

- i. Deployed manpower must be punctual in nature and shall report for duty well in time before start of shift without fail.
- ii. Deployed manpower must always report for duty in Uniform.
- iii. Deployed manpower must be attentive and shall always be on toes for instructions from ATC and shall promptly take necessary action.
- iv. Deployed manpower must always must abstain from any type of activities of frivolity such as informal conversation, any entertainment or other unnecessary activity on Mobile Phone etc.
- v. Deployed manpower always must not sleep while they are on duty.
- vi. Deployed manpower always must not leave the duty position/post without prior permission form ATC Duty Officer for any reason whatsoever.
- vii. Deployed manpower must maintain decorum while talking on Walkie-Talkie with ATC and must follow appropriate Radio Telephony procedure to convey the message.
- viii. Staff deployed on Vehicle Driver duty and Supervisor must possess valid

LMV driving license and shall follow necessary guidelines of Airfield Driving Permit while driving in operational area.

- ix. Deployed manpower must maintain cleanliness around their duty post and avoid eating in open area in operational area since it increases Bird/Animal Activity.
- x. Deployed manpower must adhere to all procedure/process/SOP developed for working/entering in operational area while they are duty.
- xi. Deployed manpower must ensure strict adherence to the all COVID-19 protocol issued by government of India from time to time while complying with these requirements
- xii. Staff deployed on Supervisor duty must have working knowledge of computer and applications such as MS-Office (Microsoft Word, Microsoft Excel etc.)

7. Penalty Clauses:

The Purpose of this Work/Job contract is "To Protect All Aircraft Operations from Any Type of Hazzard Arising Due to Bird/Animal Activity in and around Operational Area of Varanasi Airport and Ensure activities related to Wildlife Management". Hence below mentioned activities which directly or indirectly creates hazard to Aircraft Operations or causes Bird/Animal Hit shall attract penalty as mention below-

- i. **Penalty on violation:** If deployed manpower found violating code of conduct as explained in para 6 of SCC (Part-II), without valid reason/unavoidable situation, then an amount of **Rs.200/- (Rs. Two Hundred)** for each manpower for each such occurrence shall be levied as penalty.
- ii. **A penalty of 1.5 times of applicable wages per day per person per occasion** shall be deducted from the monthly bill/ security deposit/performance security or any other dues of the Contractor on **unauthorized absence by the manpower deployed or where deployed manpower is less than the required minimum numbers of manpower** as mentioned in Point 1 of SECTION-C: SPECIAL TERMS & CONDITIONS OF CONTRACT Part-2 (SCC Part-2) and also in addition to that the deduction of per day agreed rate on pro-rata basis shall be made out of the monthly bills/security deposit of the contractor/service provider.
- iii. In case, if deployed manpower fails to control the Bird/Animal Hazard which directly affects the safety of Aircraft operations and total number of bird hit during the contract period exceeds **more than 7 bird hit per ten thousand aircraft movements then 10 percent amount of security deposit** will be deducted at the time of final settlement.

Note: All of the abovementioned penalties if levied/imposed, shall be recovered from the monthly bills / security deposit or any other amount under this or any other contract, payable to contractor/service provider.

All decisions regarding levy of penalties shall be at sole discretion of Airport Director/In-charge (ATS/AIR TRAFFIC MANAGEMENT) or their authorized representative and shall be final and binding to contractor/service provider.

This Scope of Work is not limited to above mentioned terms and conditions, Scope of Work may be changed as the per discretion of Airport Director/In-charge (ATS/AIR TRAFFIC MANAGEMENT) or their authorized representative and Service provider shall abide by all the direction/instructions issued from time to time during contract period.

**In-Charge
(ATS/AIR TRAFFIC MANAGEMENT)
AIRPORTS AUTHORITY OF INDIA,
LBSI AIRPORT, VARANASI**

Annexure –I

(On Organization's Letter head)

UNCONDITIONAL ACCEPTANCE OF AAI TENDER CONDITIONS

Date:

To
Airport Director
Airports Authority of India,
LBSI Airport, Varanasi-
221006

Sir,

ACCEPTANCE OF AAI'S TENDER CONDITIONS

1. The tender documents for the work "**Job Contract for Provision of Bird and Wildlife Hazard Control by deployment of manpower inside Operational Area at LBSI Airport Varanasi for one year (twelve months) through GEM**" have been made available to me/us by Airports Authority of India and I/we hereby certify that I/we have inspected the sites and read the entire terms and conditions of the tender documents made available to me/us on GeM portal which shall form part of the contract agreement and I/We shall abide by the conditions/clauses contained therein.
2. I/We hereby unconditionally accept the tender conditions of AAI's tender documents in its entirety for the above work.
3. The contents of Notice Inviting Tender of the Tender Document have been noted wherein it is clarified that after unconditionally accepting the tender conditions in its entirety, it is not permissible to upload any additional file or put any remarks/conditions in the tender uploaded in Envelope-I & II In case, any condition(s) are found in Envelope I i.e. (Technical Bid cum prequalification) then Envelope –II i.e. Financial Bid shall not be opened, or if any condition found in Envelope –II not as per NIT then Financial Bid the bid shall be rejected and AAI shall without prejudice to any other right or remedy be at liberty to take actions as per prevailing rules.

4. I/We declare that I/We have not paid and will not pay any bribe to any officer of AAI for awarding this contract at any stage during its execution or at the time of payment of bills, and further if any officer of AAI asks for bribe / gratification, I/We will immediately report it to the appropriate authority in AAI.
5. We have uploaded proof of payment of EMD paid online/ have uploaded respective MSME /NSIC/Udhyam registration certificate/Certificate of Recognition issued by DPIIT for Similar Nature of work viz. Supply of Manpower to seek exemption for payment of EMD, Prior Experience and Prior Turnover in Envelope-I
6. I/We agree that "If at any stage, any information / documents submitted by us are found to be false, we shall be liable for debarment from tendering in AAI, apart from any other appropriate / legal action".
7. I/We also undertake that I/We undersigned, is in all necessary capacity to/ have all necessary authority to sign all necessary documentation for all legal and other documentation related to this tender.

Thanking you,

Yours Faithfully

Date: (Signature and Name of the authorized signatory of Firm)

Name:

Contact No:

Mail id:

Annexure-II

**Airports Authority of India
Tender Form**

Item Rate Tender & Contract for Work

Airport: Varanasi
Department: Air Traffic Management

Tender for the work of "**Job Contract for Provision of Bird and Wildlife Hazard Control by deployment of manpower inside Operational Area at LBSI Airport Varanasi for one year (twelve months) through GEM**"

(A) Tender in two e-bids (Envelope-I, & II) to be uploaded up to *_____up to *_____Hrs on GeM e-Tender Portal.

Envelope-I to be opened on *_____at *_____ Hrs in the office of **In-charge (ATS/AIR TRAFFIC MANAGEMENT), Airports Authority of India, LBSI Airport, Varanasi, UP - 221006 through GeM e-tender portal.**

*Date & Time as per Critical Date Sheet

TENDER

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

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

We agree to keep the tender open for **90 days** from the last date of Submission of the bids and not to make any modifications in its terms and conditions. We also agree to extend above mentioned period on same terms and conditions, if required, as per the request of AAI through GeM Portal.

A sum of Rs.2,00,250/- (Rupees Two Lakh Two Hundred Fifty Only) is here by forwarded in the form of RTGS / NEFT against earnest money or I/We have submitted all required documents to claim exemption of payment of earnest

money. If I / we, fail to furnish the prescribed performance Security within prescribed period, I / We agree that the said AAI or his successors in office shall without prejudice to any other right or remedy, be at liberty to take action as per prevailing clauses of contract. Further, if I/We fail to commence work as specified, I/We agree that AAI or his successors in Office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the Performance Security absolutely, otherwise the said earnest money shall be retained by him towards security deposit/performance security to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered. Further, I /We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Security as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

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

Date_____ (Signature and Name of the authorized signatory of Firm)

WitnessName_

Address:

Occupation:

Email:-

Contact No:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Airports Authority of India for a sum of Rs._____ (Rupees)

The letters referred to below shall form part of this contract Agreement:

- i.
- ii.
- iii.

For & on behalf of
The Chairman, Airports Authority of India

Signature-----

Designation-----

Dated.....

(On Organization's Letter head)

DECLARATION

I/We.....Proprietor/Partner.....of
M/s.....
fullAddress.....

Solemnly declare that No case is lodged in Police OR Court against me/us.

I/We stated that if any information/Documents found false or what so ever at any stage or after the contract, then the Security deposit/Performance Security shall be forfeited / contract may be terminated immediately and legal action as deemed fit by AAI may be initiated against me/us.

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

(Signature and Name of the authorized signatory of

Firm) Full address of the firm.....

.....

.....

Dated.....

Annexure – IV

AFFIDAVIT

(To be executed on Non-Judicial Stamp Paper Rs. 100/- or more and duly notarized)

I, (_____), age _____ years S/o

_____ proprietor / Managing Partner / Managing Director of M/s having address _____

do hereby solemnly affirm and state as follows;

I am competent to swear this affidavit on behalf of

(name of the agency) and hereby confirm that I am fully complying with the legal obligations with regards to payment of minimum wages as per minimum wages Act – 1948 and deduction of Provident Fund Authorities as per EPF & MP Act – 1952, Contract Labour (Regulation and Abolition) Act, 1970, Bonus payment act and any other statutory labour laws and act prevailing and revised time to time by Government of India/ any State.

Date: _____ (Signature and Name of the authorized signatory of Firm)

(Notary)

(Note: Affidavit submitted must be executed and duly notarized after date of release of Tender/Bid on GeM Portal)

UNERTAKING FOR GST COMPLIANCE

(On Organization's Letter head)

I/Weon behalf of
M/s do
here by solemnly affirm and state as follows:

- A. That the bidder (M/s) is registered under GST and compliant of GST provision.
- B. In case of non /compliance of GST provisions and blockage of any input credit, the bidder shall be responsible to indemnify AAI.
- C. That all input credits have been passed on the AAI by the bidder.

Date: (Signature and Name of the authorized signatory of Firm)

UNDERTAKING REGARDING DEBARMENT/BLACKLISTING

(On Organization's Letter head)

I/We(Name and Post of authorized signatory)..... on behalf of
M/s(Name of Firm)..... do here by
solemnly affirm and declare as follows:

- (i) Our firm is not restrained/debarred/ blacklisted by AAI or Central / State Govt. depts./ PSUs/ World Bank/ ADB etc. and the debarment is not in force as on last date of submission of this proposal.

- (ii) None of Proprietor/Partners/Board Members/Directors of M/s.....(Name of firm).....h as remained Proprietor / Partners / Board Members / Directors in any firm which stands debarred/ Blacklisted by AAI or Central/ State Govt. Dept./ PSU / World Bank / ADB etc. and debarment is not in force as on last date of submission of proposal.

- (iii) Our firm understand that at any stage, if above statements are found to be false, our firm shall be liable for debarment from bidding in AAI apart from any other appropriate contractual legal action including debarment/blacklisting, termination of the contract etc. as deemed fit.

Date:

(Signature and Name of the authorized signatory of Firm)

(Note: Undertaking submitted must be sworn after date of release of Tender/Bid on GeM Portal)

Annexure - VII

PROFORMA FOR BANK GUARANTEE
(SECURITY DEPOSIT/PERFORMANCE SECURITY)

(On Non-Judicial stamp paper of an appropriate value)

To,
Airport Director
Airports Authority of India,
LBSI Airport, Varanasi, UP-221006

Dear Sirs,

We.....hereby refer to the contract
No..... dated.....between
the..... as purchaser and
M/s.....

..... as contractor providing in substance for the provisioning of
.....as particularized in the said contract, to
which specific reference is made. Under the terms of the said contract, the contractor is
required to provide a bank guarantee in a form acceptable to the purchaser for the amount
of% of the entire contract price extending to performance by the contractor
of all the terms and conditions of the contract.

In view of the foregoing and pursuant to the terms of the said contract, which contract is
referred to and made a part thereof as full and to the same extent as if copied at length
herein, we hereby absolutely and unconditionally guarantee to the purchaser, performance
of the terms and conditions of the said agreement to the extent of
..... . This guarantee shall be
construed as an absolute, unconditional and direct guarantee of the performance of the
contract without regard to the validity, regularity or enforceability of any obligation of the
parties to the contract.

The purchaser shall be entitled to enforce this guarantee without being obliged to resort
initially to any other security or to any other remedy to enforce any of the obligations herein
guaranteed and may pursue any or all of it remedies at one or at different times. Upon
default of the contract, we agree to pay to the purchaser on demand and without demur the
sum ofor any part thereof, upon presentation of a written
statement by the purchaser that the amount of said demand represents damages due from
the contractor to the purchaser by virtue of breach of performance by the contractor under
the terms of the aforesaid contract.

The determination of the fact of breach and the amount of damages sustained and or liability
under the guarantee shall be in the sole discretion of the purchaser whose decision shall be
conclusive and binding on the bank as guarantor.

It is mutually agreed that the purchaser shall have the fullest liberty without affecting in any
manner our obligation hereunder with or without our consent to vary any of the terms of
the said agreement or to extend the time for performance by the contractor, from time to
time any of the powers exercisable by the purchaser against the contractor and either to

forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any variation of any extension being granted to the contractor or for any forbearance act or omission on the part of the purchaser or any indulgence by the purchaser to the contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until and such extended period which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said contract. This guarantee will not be discharged due to change in constitution of the Bank or the contractor.

“Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs..... (Rs..... only) and this Guarantee is valid up to.....202..... . We shall be released and discharged from all liability hereunder unless a written claim for payment under this Guarantee is lodged on us within 03 (Three) months from the date of expiry of the Guarantee i.e. on or before202.....irrespective of whether or not the original Guarantee is returned to us”.

We (Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority.

Dated.....

Very truly yours,

Note to Contractors:

1. BANK GUARANTEE submitted by you should be sent to us directly by the issuing bank under Registered Post (A.D).

Note to Issuing Bank:

i. In case the supplier desires to submit the BANK GUARANTEE directly to us, you are requested to send by Registered Post (A.D) an unstamped duplicate copy of the guarantee directly to us with a covering letter to compare with the original BGs and confirm that it is in order.

ii. Following details must be in-include in Bank Guarantee.

CORPORATE NAME:	AIRPORTS AUTHORITY OF INDIA
BANK NAME:	ICICIBANK
IFSC CODE:	ICIC0000007
BG ADVISING MESSAGE:	IFN 760COV (BG ISSUE) IFN 767COV (BG AMENDMENT)
UNIQUE IDENTIFIER CODE:	SPECIFIC CODE AAIVARANASI TO BE MENTIONED IN FIELD 7037 OF BG ADVISING MESSAGE CODE
Email ID:	Bgv.Varanasi@aai.aero

While submitting the documents to BG issuing bank, the agency will also submit letter is below mentioned format to the issuing bank endorsing a copy to this office.
(Request letter transmission of Bank Guarantee cover message to be submitted by agency to BG issuing bank)

Date:

To,

The Manager

M/s _____ (Bank)
_____ (Branch)

Subject: Inclusion of unique Identifier code of AAI while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC – ICIC0000007).

Dear Sir / Madam

I / We -----request you to include unique identifier Code AAIVARANASI in field 7037 of SFMS cover messages IFN COV 760 (for BG issuance) & IFN COV 767 (for BG amendment) while transmitting the same to beneficiary bank ICICI Bank- IFSC ICIC0000007)

Thanking you

Yours faithfully,

Authorised Person Signature:

Name of Agency:

Registered address:

Contact No:

E-mail id:

AGREEMENT

Agreement No:

This agreement made on this _____ between **Airports Authority of India**, a statutory corporation incorporated under section 18 (2) of the Airports Authority of India Act 1994, having its head office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi – 110003 through Airport Director, Airports Authority of India, LBSI Airport, Varanasi-221006, (hereinafter referred to as "**Owner**" or **AAI**"), which expression shall include its administrations, successors, executors and assigns) of the one part and

_____ (Hereinafter referred to as the "**Contractor**") which expression shall include its administrators, successors, executors and permitted assigns of the other part. Whereas "Airports Authority of India" is desirous of getting the work of "**Job Contract for Provision of Bird and Wildlife Hazard Control by deployment of manpower inside Operational Area at LBSI Airport Varanasi for one year (twelve months) through GEM**" (Hereinafter called the "Work") done and had invited Tenders for this work as per Tender Documents sold for this purpose. And whereas,

_____ has participated in the above referred bidding vide their proposal dated _____ and Airports Authority of India accepted their aforesaid proposal and awarded the work to _____ as per terms and conditions contained in its award letter number _____ and the document referred to therein, which have been accepted by _____ resulting into a "CONTRACT".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

Article 1.0 AWARD OF CONTRACT: -

Airports Authority of India has awarded the contract to

_____ for the work "**Job Contract for Provision of Bird and Wildlife Hazard Control by deployment of manpower inside Operational Area at LBSI Airport Varanasi for one year (twelve months) through GEM**" along with the terms and conditions contained in its award letter No.

_____ and the documents referred to therein. The award has taken effect from _____ i.e. the date of issue of the aforesaid letter. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "CONTRACT DOCUMENTS" referred to in this succeeding article.

Article 2.0 CONTRACT DOCUMENTS: -

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "CONTRACT DOCUMENTS").

SR. NO.	DESCRIPTION	PAGE NOS.
1	INDEX	
2	E-NIT (FOR WEBSITE)	
3	NOTICE INVITING TENDER	
4	GENERAL CONDITIONS OF CONTRACT	
5	SPECIAL CONDITIONS OF CONTRACT	
6	GEM PRICE BID DOCUMENT	
7	UNCONDITIONAL ACCEPTANCE LETTER	
8	ITEM RATE / CONTRACT RATE	
9	DECLARATION PROFORMA	
10	AFFIDAVIT FOR MINIMUM WAGES & UNDERTAKING REGARDING DEBARMENT/BLACKLISTING	
11	UNDERTAKING FOR REGISTERED UNDER GST AND COMPLIANT OF GST PROVISION	
12	E - PAYMENT FORMAT	
13	AWARD LETTER	
	OTHER DOCUMENTS, IF ANY	
	TOTAL PAGES	

All the aforesaid contract documents contain corrections as mentioned against individual pages, and are initialled by both the parties by their authorized representatives.

All the aforesaid contract documents shall form an integral part of this agreement, in so far as the same or any part thereof confirm to the Tender and what has been specifically agreed to by the owner in its letter of award. Any matter inconsistent therewith, contrary or repugnant there to or any deviations taken by the contractor in its "Proposal" not agreed to by the owner in its letter of award shall be deemed to have been withdrawn by the contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the "AGREEMENT".

Article 3.0 CONDITIONS & CO-VENANTS

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

The Agreement constitutes full and completed understandings between the parties and terms of the present. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the agreement. Any modification of the agreement shall be affected only by a written instruction signed by the authorized Representatives of both the parties.

Article 4.0 SETTLEMENTS OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by process of settlement and arbitration, as specified in clause 39 of the Special Conditions of the Contract part-1 (SCC part-1) and the provisions of the Arbitration and conciliation Act 1996 shall apply and Varanasi Courts alone shall have exclusive jurisdiction over the same.

Article 4.1 NOTICE OF DEFAULT

Notice of default given either part to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served up on the parties here to if delivered against acknowledgement due addressed to the signatories at the addresses mentioned hereinabove.

This Contract Agreement is allotted the Number _

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the Competent authorities of both the parties) on the day, month and year first mentioned at Varanasi.

(Signature of Contractor)

**For and on behalf of Chairman,
Airports Authority of India**

(Signature of witness)

Name & Address

of witness_

(Signature of witness)

Name & Address

of witness _

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

SNO.	Name of the AAI Unit	Email ID	UNIQUE IDENTIFIER CODE (7037)
1	Corporate Headquarters	prechechbgv@aai.aero	AAICORHQ
2	RHQ-NR	Bgv.rhgnr@aai.aero	AAIRHQNR
3	JAMMU	Bgv.jammu@aai.aero	AAIJAMMU
4	SRINAGAR	Bgv.srinagar@aai.aero	AAISRINAGAR
5	VARANASI	Bgv.Varanasi@aai.aero	AAIVARANASI
6	CHANDIGARH	Bgv.chandigarh@aai.aero	AAICHANDIGHAR
7	JAIPUR	Bgv.jaipur@aai.aero	AAIJAIPUR
8	JODHPUR	Bgv.jodhpur@aai.aero	AAIJODHPUR
9	UDAIPUR	Bgv.udaipur@aai.aero	AAIUDAIPUR
10	KHAJURAHO	Bgv.khajurao@aai.aero	AAIKHAJURAO
11	CATC ALLAHABAD	Bgv.catc@aai.aero	AAICATC
12	SAFDARJUNG AIRPORT	Bgv.safdarjung@aai.aero	AAISAFDARJUNG
13	VARANASI	Bgv.varanasi@aai.aero	AAIVARANASI
14	DEHRADUN	Bgv.dehradun@aai.aero	AAIDEHRADUN
15	RHQ-WR	Bgv.rhqwr@aai.aero	AAIRHQWR
16	INDORE	Bgv.indore@aai.er	AAIINDORE
17	BHOPAL	Bgv.bhpal@aai.aer	AAIBHOPAL
18	RAJKOT	Bgv.rajkot@aai.aero	AAIRAJKOT
19	VADODRA	Bgv.vadodra@ai.aero	AAIVADODRA
20	SURAT	Bgv.surat@aai.aero	AAISURAT
21	AURANGABAD	Bgv.aurangabad@aai.aero	AAIAURANGABAD

22	JUHU	Bgv.juhu@aai.er	AAIJUHU
23	NAGPUR	Bgv.nagpur@aai.aero	AAINAGPUR
24	PUNE	Bgv.pune@aai.aero	AAIPUNE
25	GOA	Bgv.goa@aai.aero	AAIGOA
26	AHMEDABAD	Bgv.ahmedabad@aai.aero	AAIAHMEDEBAD
27	RHQ-ER	Bgv.rhqer@aai.ero	AAIRHQER
28	GAYA	Bgv.gaya@aai.aero	AAIGAYA
29	PATNA	Bgv.patna@aai.aero	AAIPATNA
30	RANCHI	Bgv.ranchi@aai.aer	AAIRANCHI
31	BHUBNESHWAR	Bgv.bhubneshwar@aai.aero	AAIBHUBNESHWAR
32	RAIPUR	Bgv.raipur@aai.aero	AAIRAIPUR
33	PORTBLAIR	Bgv.portblair@aai.aero	AAIPORTBLAIR
34	BAGDOGRA	Bgv.bagdogra@aai.aero	AAIBAGDOGRA
35	PAKYONG-SIKKIM	Bgv.pakyong@aai.aero	AAIPAKYONG
36	RHQ-SR	Bgv.rhqsr@aai.aero	AAIRHQSR
37	CALICUT	Bgv.calicut@aai.aero	AAICALICUT
38	TRIVANDRUM	Bgv.trivandrum@aai.aero	AAITRIVANDRUM
39	COCHIN-CIAL	Bgv.cochin@aai.aero	AAICOCHIN
40	COIMBATORE	Bgv.coimbatore@aai.aero	AAICOIMBATORE
41	MADURAI	Bgv.madurai@aai.aero	AAIMADURAI
42	TIRUCHIRAPALLI	Bgv.tiruchirapalli@aai.aero	AAITIRUCHIRAPALLI
43	HYDERABAD	Bgv.hydrabad@aai.aero	AAIHYDERABAD
44	TRIPUTI	Bgv.triputi@aai.aero	AAITRIPUTI
45	VIJYAVADA	Bgv.vijyavada@aai.aero	AAIVIJYAVADA

46	VISAKHAPATNAM	Bgv.visakhapatnam@aai.aero	AAIVISAKHAPATNAM
47	BANGALORE	Bgv.bangalore@aai.aero	AAIBANGALORE
48	MANGALURU	Bgv.mangaluru@aai.aero	AAIMANGALURU
49	RHQNER	Ngv.rhqner@aai.aero	AAIRHQNER
50	AGARTALA	Bgv.agartala@aai.aero	AAIAGARTALA
51	DIMAPUR	Bgv.dimapur@aai.aero	AAIDIMAPUR
52	DIBRUGARH	Bgv.dibrugarh@aai.aero	AAIDIBRUGARH
53	SILCHAR	Bgv.silchar@aai.aero	AAISILCHAR
54	IMPHAL	Bgv.imphal@aai.aero	AAIIMPHAL
55	GUWAHATI	Bgv.guwahati@aai.aero	AAIGUWAHATI
56	KOLKATTA AIRPORT	Bgv.kolkata@aai.aero	AAIKOLKATA
57	CHENNAI AIRPORT	Bgv.chennai@aai.aero	AAICHENNAI
58	CHENNAI PROJECT	Bgv.chennaiproj@aai.aero	AAICHENNAI
59	RAU-SAP	Bgv.rausap@aai.aero	AAIRAUSAP