



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

TENDER NO. AAI/PR/APD/E-NIT/2017/

भारतीयविमानपत्तनप्राधिकरण
विमानपत्तननिदेशककार्यालय
सिविलहवाईअड्डा,पोरबंदर,गुजरात – 360 577

निविदादस्तावेज
TENDERDOCUMENT

JOB CONTRACT FOR WILD LIFE HAZARD MANAGEMENT

निविदासंख्या : एएआई/पीआर/एपीडी/ई-एनआईटी/2017/

TENDER No.- AAI/PR/APD/E-NIT/2017/

ई – निविदाआमंत्रणसंख्या –2017_AAI_2256

Tender ID –2017_AAI_2256

निविदामुल्यरु 1120/= (रु 1000/= + रु120 GST)
TENDER COST Rs.1120/= (Rs.1000/= +Rs.120/= GST)

महत्वपूर्णगतिविधियोंकीअनुसूची
SCHEDULE OF IMPORTANT ACTIVITIES

Sl. No.	ACTIVITY	DATE	TIME IN IST
1.	Submission of pre-bid queries by bidders through e-portal.	29-08-2017	1700Hrs.
2.	Last date and time for Clarifications by AAI to bidders' queries.	31-08-2017	1700 Hrs.
3.	Last Date for Sale of tender document through payment gate – way of e-portal.	04-09-2017	1700 Hrs.
4.	Last Date and time for On line submission of bids envelopes I, II,III and IV on e- portal.	08-09-2017	1700 Hrs.
5.	Last date and time of submission of original Demand Draft against Tender fee and EMD.	11-09-2017	1700 Hrs.
6.	Opening of envelope – I on e-portal	13-09-2017	1100Hrs.
7.	Opening of envelope – II and III, Technical Bids on e-portal.	13-09-2017	1100 Hrs.
8.	Opening of envelope – IV, Financial Bids on e-tender portal of eligible bidders.	To be notified later.	1100 Hrs.



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भाग – क / SECTION - A

ई-निविदा आमंत्रण सूचना / NOTICE INVITING e-TENDER

Tender ID 2017_AAI_2256

1. Item rate tenders are invited through e-tendering logging in CPP portal URL address www.etenders.gov.in by Airport Director, Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat – 360 577 on behalf of Chairman, Airports Authority of India from eligible bidders for the works as detailed below.
 - 1.1 Name of work : JOB CONTRACT FOR WILD LIFE HAZARD MANAGEMENT
 - 1.2 Estimated Cost :Rs.10,70,744/-Only (Rupees Ten Lakh Seventy Thousand Seven Hundred Forty Four Only), including 18% GST, but excluding EPF/ESI/BONUS.
 - 1.3 Period of Contract: 12 months.
 - 1.4 Earnest Money Deposit :Rs.21,500/- (Rupees Twenty One Thousand Five Hundred only).
2. **Eligibility Criteria** – Any Individual/Proprietorship Firm/ Partnership Firm /Pvt. Ltd. Company or Company fulfilling the following criteria are eligible to participate in tender.
 - 2.1 **Legal Status** – As a proof, copy of Certificate of Registration under Shop & Establishment Act or Registrar of Firms or Companies Act / Partnership Deed/ Memorandum of Article of Association (MOA), as the case may be, is to be submitted.
 - 2.2 **Experience** -The bidder should have successfully completed work such as providing Environmental Support/ Housekeeping Services or Watch and Ward Services or Catering Services/loading - unloading of goods/Job contract for wild life hazard management/Civil construction and maintenance companies to Government Departments/Public Sector Undertaking or reputed Private Sector Companies/firms (within India) during last 07 (seven) years ending on 31st March, 2016, satisfying any one of the following three criteria.
 - (i) One work/order of value more than or equal to **Rs.8,56,595/-**only.
 - (ii) Two work(s) /order(s) each of value more than or equal to **Rs.5,35,372/-**only.
 - (iii) Three work (s)/order(s) each of value more than or equal to **Rs.4,28,298 /-**only.
 - 2.3 **Annualized Average Financial Turnover** –Bidder should have annualized average financial turnover of at least **Rs.3,21,224/-**during last three financial years, ending on 31st March 2016. As a proof of financial turnover, copy of abridged balance sheet for last three financial years ending on 31st March 2016 should be submitted.
 - 2.4 **Performance/Experience Certificate** –
 - (i) Bidder must submit performance/experience certificate in respect of work(s)/order(s) claimed against experience as mentioned under para 2.2 above. These certificates should be issued by the end user agencies for which the work(s)/order(s) have been carried out and endorsed by the bidder. Such performance/experience certificates should clearly indicate the following.
 - (a) Value of order or contract.
 - (b) Scope of order or contract.
 - (c) Order or contract no., Award date.
 - (d) That the works/orders have been completed satisfactorily.



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- (ii) In case of end user agency being a Government Department/Public Sector Undertaking, certificate as per sub-para (i) above, shall be submitted by bidder.
- (iii) In case bidder submitting performance/experience certificate from reputed private sector companies/firms (within India) copy of bank statement, where the payments from end user agency were credited, duly endorsed by bidder should be submitted in addition to performance/experience certificate as per sub-para (i) above.
- 2.5 Registration/Licences/Permits–** Bidder should have the following registration/licences/permits with/from appropriate government authorities.
- (i) Employees Provident Fund (EPF) Registration with EPFO.
(ii) Employees State Insurance (ESI) Registration with ESIC.
(iii) Permanent Account Number (PAN) issued by Income Tax Department.
(iv) GST Registration number.
(v) Registration under Shop & Establishment Act or Companies Act or Registrar of Firms etc., as applicable.
- 3.** Any party either a firm or an individual or a company falling under any of the following categories are not eligible to participate in tender.
- (i) Debarred/black listed by CBI or AAI or any Public Sector Undertaking/Departments like Railways, Defence or any other department of Govt. of India or State Govt.
- (ii) Bidder either a firm or its partner or its Directors have been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organisation etc. or any Indian State/Central Government Departments or Public Sector undertaking.
- 4.** If the entity participating in the tenders is a private or public limited company, Partnership firm or proprietary firm and any of the Directors /Partners of such company is also a director of any other company or partner of a concern or a sole proprietor having established business with AAI and has outstanding dues payable to Authority, then said entity shall not be allowed to participate in AAI tenders.
- 5.** Consortium/JV companies shall not be permitted to participate in tender process.
- 6.** No single firm shall be permitted to submit two separate applications. The proprietor of more than one company or firm will be considered as single party and one legal entity.
- 7.** AAI reserves the right to disallow issue of tender documents to working agencies whose performance at ongoing work (s) is below par and usually poor and has been issued letter of restrain/temporary/permanent debar by any department of AAI.
- 8.** AAI reserves the right to verify the credentials submitted by the applicant agency at any stage (before or after the award of the work). If at any stage, any information / documents submitted by the applicant agency are found to be false or have some discrepancy which disqualifies the bidder than AAI shall take following actions.
- 8.1** Forfeit the entire amount of EMD submitted by the bidder.
- 8.2** The bidder shall be liable for debarment from tendering in AAI, apart from any other appropriate contractual / legal action.
- 9.** The tenders are to be submitted in Four Envelope System. Bidders are requested to refer to



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“General Information and Guidelines” for details regarding submission and evaluation of e – tender in four envelope system.

10. Tender fees of Rs.1120/= only (Tender fee Rs.1000/= + GST Rs.120/=) will be accepted off line only in the form of Demand Draft drawn in favour of Airports Authority of India payable at Porbandar from a Nationalized or any scheduled bank (but not from co-operative or Gramin bank). The original demand draft against Tender fee should be posted /couriered /given in person to the concerned official as specified in the Tender Documents. The details of Demand Draft, physically sent, should tally with the details available in the data entered during bid submission time. Last date and time of sale of tender document is 04-09-2017 upto 1700 IST. Scanned copy of the tender fee DD and EMD DD or MSME/UAN/NSIC registration certificate, as the case may be, should be uploaded in fee folder (Envelope - I). The Tender Fee of Rs.1,120/= (Rupees One Thousand One Hundred Twenty Only) and EMD of Rs.21,500/- (Rupees Twenty One Thousand Five Hundred Only) shall be accepted offline only in the form of Demand Draft Drawn in favour of Airports Authority of India payable at Porbandar from a Nationalized or any Scheduled bank (but not from co-operative or Gramin bank). The original demand draft against Tender Fee and EMD should be posted /couriered/given in person to the concerned official as specified in the tender document. The details of Demand Draft, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Scanned copy of the tender fee DD and EMD DD or MSME/UAN/NSIC registration certification, as the case may be, should be uploaded in the fee folder (Envelope I)
11. The tendering process is online at e-portal URL address www.etenders.gov.in . Aspiring bidders may go through the tender document by login the CPP portal.
12. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
13. Bidders are advised to visit this website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this website only.
14. Not more than one tender shall be submitted by one contactor or contractors 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.
15. Prospective bidders are advised to get themselves acquainted for e – tendering participation requirements at “Guidelines for online bidders”, register themselves at CPP e-tendering portal, obtain “User ID” and “Password” and go through the “Self Help Files” available in the Home Page after log in to the CPP portal www.etender.gov.in They should also obtain Digital Signature Certificates (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days time. The bidder may also take guidance from AAI Help Desk Support.
16. The instructions in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the terms and conditions by the bidder. Bidder shall upload tender on CPP e – Portal well in advance to avoid last minute hassles. AAI shall not entertain any queries on such subject after last date and time of queries published in tender document.
17. AAI reserves the right to accept or reject any or all tender(s) without assigning any reasons. AAI reserves the right to call off tender process at any stage without assigning any reasons.



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18. Tenderer(s) fulfilling eligibility criteria and having valid registration under MSME/UAN/NSIC are exempted from payment of tender fee and earnest money deposit (EMD). These bidder(s) has to follow the procedure stated in para 5.5 of Section – B (General Information and Guidelines) of tender document for availing the exemption benefit available to valid MSME/UAN/NSIC registered firms / companies.

19. **Schedule of Important Activities :**

Sl. No.	ACTIVITY	DATE	TIME in IST
1.	Submission of pre-bid queries by bidders through e-portal.	29-09-2017	1700 Hrs.
2.	Last date and time for Clarifications by AAI to bidders' queries.	31-09-2017	1700 Hrs.
3.	Last Date for Sale of tender document through CPP e-portal.	04-09-2017	1700 Hrs.
4.	Last Date for On line submission of bids envelopes I, II , III and IV on e- portal.	08-09-2017	1700 Hrs.
5.	Last date and time of submission of original demand draft for Tender fee and EMD.	11-09-2017	1700 Hrs.
6.	Opening of envelope-1 on e-portal.	13-09-2017	1100 Hrs.
7.	Opening of envelope –II and III, PQQ and Technical Bids on e-portal.	13-09-2017	1100 Hrs.
8.	Opening of envelope – IV, Financial Bids on e-tender portal of eligible bidders.	To be notified later.	1100 Hrs.



भाग – ख/ SECTION – B

सामान्यजानकारीएवंदिशा – निर्देश

GENERAL INFORMATION AND GUIDELINES

1. Purpose and Scope of Tender Document -

- 1.1** This tender sets out the terms and conditions, General conditions of contract and qualitative requirements to be met for job contract for wild life hazard managements per scope of work given in the tender document.
- 1.2** The tender must be valid for a minimum of 180 days from the date of opening of Envelope – I “Fee Envelope”.

2. E- Tendering Participation Requirements: Prospective bidders are required to carry out the following activities.

- 2.1 Registration:**The tendering process is online at e-portal URL address www.etenders.gov.in Aspiring bidders may go through the tender document by login the CPP portal. Prospective Tenderer(s) are advised to get themselves acquainted for e-tendering participation requirements at “instruction for Online Bid Submission”, register themselves at CPP portal, obtain ‘User ID’ & ‘Password’ and go through the ‘self-help files’ available in the home page after login to the CPP portal www.etenders.gov.in They should also obtain Digital Signature Certificate (DSC) in parallel which is essential for submission of their application. The process normally takes 03 days’ time. The Tenderer may also take guidance from CPP Portal/AAI Help Desk Support.
- 2.2 Login ID:**Bidder shall click ‘Apply for Access Authentication’ and fill in details. On saving the details, a password for the registered bidder shall be generated by the system and the password shall be sent to the bidder’s e-mail ID which was filled in during registration. On receipt of e-mail, the login ID is ready with the bidder to proceed further.
- 2.3 General Guidelines for Bidders:** General guidelines for bidders to proceed further in the tender process are available in CPP e-procurement portal under Self Help Files Tab. Bidders shall go through the guidelines before submitting their bids on-line.
- 2.4 Digital Certificates:** Bidder shall have a legally valid class III digital certificate as per Indian IT Act, 2000 from the licensed Certifying Authorities, operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities of India (CCA). Please see www.cca.gov.in for licensed CA’s in India.
- 2.5 On-Line E – Tendering:** For all AAI tenders hosted on CPP e-procurement portal, all the documents including tender fee and EMD shall be submitted off line only. However, documents which have to be submitted offline have been mentioned in this tender document.



2.6 Bidder's Training Support System: On – Line Training and Technical assistance for interested bidders shall be available as follows.

2.6.1 Detailed information in this regard have been provided to the bidders at CPP e-procurement Portal under the Self Help Tab. Training support system for registered bidders is given inside the portal and visible to the registered bidders only. Bidders may also take the telephonic assistance from Help Desk.

3. Tender Document -

3.1 Tender document containing NIEt, General Information and Guidelines, Terms and Conditions, General Conditions of Contract etc. may be downloaded from e-tender portal <http://etenders.gov.in/eprocure/app>. The tender fee of Rs.1120/= (Tender Fee of Rs.1,000/= + GST of Rs.120/=) is to be paid through Demand draft in favour of Airports Authority of India payable at Porbandar from Nationalized or any scheduled bank (but not from co-operative or Gramin bank). The original Demand Draft against Tender fee should be posted/couriered/given in person to the concerned officials as specified in the Tender Document. The details of Demand Draft, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Last date and time of sale of tender documents is **04-09-2017** up to 1700 Hrs. IST.

Bidders having valid MSME/UAN/NSIC registration certificate are exempted from payment of Tender fee. Such bidder(s) are requested to follow the procedure explained in para 5.5 of Section – B (General Information and Guidelines) of tender document for claiming exemptions from payment of Tender fee and EMD. **Such bidder should upload copy of valid MSME/UAN/NSIC certificate in fee folder so that PQQ envelope can be processed accordingly.**

3.2 The tender document consists of four sections. The bidder should go through all these sections (Section –A –Notice Inviting e - Tender, Section – B - General Information and Guidelines; Section – C- Terms and Conditions, Section- D – General Conditions of Contract) of the tender document and must comply with each clause of all these four sections.

3.3 The instructions given in the tender document are binding on the bidder and submission of the tender will imply unconditional acceptance of all the terms and conditions by the bidder.

4. Changes/Corrections/Withdrawal in ON – Line E – Tendering:

4.1 The bidder may correct, modify or withdraw his bid after submission but prior to scheduled last date and time of submission of Eligibility, Technical and Financial Bids.

4.2 Subject to Clause 3.1 above, no bid shall be modified subsequent to the schedule time of submission of bids.

5 Submission of Tender Documents -

5.1 Bidders shall submit their bids as per scheduled date and time through e-procurement portal at <https://etenders.gov.in> at CPP portal only.



- 5.2 E-procurement system shall not allow bidders to submit their tender, after the scheduled date and time. Bidders shall submit tender before the schedule deadline specified in NIC CPP e-portal of this tender document or the extended deadline notified by issue of corrigendum, as the case may be.
- 5.3 Envelope – II and III shall contain the scanned copies of self attested documents uploaded by the bidder. Each and every page of submitted tender document should be digitally signed and stamped by the bidder.
- 5.4 **Bidders are requested to note that the Price bid folder will contain .xls file to fill the price. Bidder has to download .xls file and fill the .xls file as per the description asked in the .xls file. After filling of rates bidder has to check and confirm final amount in letters and words both. Filled .xls file is to be digitally signed by bidder and then uploaded in prescribed folder on CPPP portal. Prices should not to be indicated anywhere in Envelope – II and Envelope – III.**
- 5.5 Bidder(s) having valid MSME/UAN/NSIC registration certificate are required to adopt the following procedure for claiming the exemption from payment of tender fee and EMD, while submitting the online tender.
- 5.5.1 Bidder(s) is required to upload the scanned copy of the Demand Draft of Tender Fee in Envelope – I along with valid MSME/UAN/NSIC registration certificate.
- 5.5.2 Bidder is required to submit the original Demand Draft against Tender fee as well as copy of valid MSME/UAN/NSIC registration certificate in Envelope – I by post/courier/given in person to the concerned officials as specified in the Tender Document.
- 5.5.3 Tender fee paid by valid MSME/UAN/NSIC registered bidder(s) will be refunded offline by Bid Manager.
- Note** - During bid evaluation EMD exemption shall be granted to MSME/UAN/NSIC registered bidder firm. In case MSME/UAN/NSIC registration certificate is found invalid during evaluation, the bid of such bidder shall be rejected and tender fee shall not be refunded.

6. Opening of Tender Documents-

- 6.1 The fee envelope, PQQ Bid envelope, Technical Bid envelope and Financial Bid Envelope will be opened online by AAI at the time and date as scheduled for the same. All the statements, documents, certificates etc., uploaded by the bidders shall be verified for Technical evaluation. Fee folder, PQQ folder and Technical folder will be opened on same day. First Fee folder will be opened. It should contain scanned copy of Tender fee DD, scanned copy of MSME/UAN/NSIC registration certificate and/or EMD DD. PQQ bid envelope will be opened only of those bidders who have submitted scanned copies of Tender Fee DD and EMD DD or MSME/UAN/NSIC registration certificate, as the case may be, in fee folder and they should match with hard copy of Tender Fee DD and EMD DD or MSME/UAN/NSIC registration certificate, as the case may be, submitted to AAI, Porbandar.



- 6.2** PQQ and Technical bids of bidders shall be scrutinized by AAI, Porbandar to ensure that the same are in conformity with the requirements of tender documents and to short list the bidders qualified for opening of Financial Bid. It shall therefore be in the bidder's interest to give complete and comprehensive details while submitting the bids.
- 6.3** AAI may seek clarifications on PQQ/Technical details or any other information deemed necessary. The queries raised should be replied positively within the time specified, failing which the PQQ/Technical evaluation will be done on the basis of the information available.
- 6.4** The clarification, if any, required from the bidders, will be obtained through query provision available in CPP e-procurement portal.
- 6.5** Envelope –IV (Financial Bid), only for the bidders found technically qualified by AAI shall be opened at the date and time to be informed later to all technically qualified bidders.
- 6.6** No correspondence shall be entertained from the bidders after opening of tender bid, except for the clarifications sought by AAI.
- 6.7** Date of acceptance and opening of tender can be extended on sole discretion of Airport Director, AAI, Civil Aerodrome, Porbandar, Gujarat.

7. Comparison and Evaluation of Bids-

- 7.1** The tender received and accepted will be evaluated by AAI to ascertain the complete requirements contained in the tender document. The objective of the evaluation is to select bidder(s), who can provide the described service meeting the scope of work. Technical Bids of eligible bidders shall be scrutinized by AAI to ensure that the same are in conformity with the operational requirement and technical specifications. Bidder should provide complete information to substantiate compliance of the technical specifications listed in the tender. In case of incomplete compliance statement or inadequate information, tenders shall be finalized on the basis of the information available. It shall, therefore, be in the bidders' interest to give complete and comprehensive technical particulars, description and details while submitting the bid.
- 7.2** AAI may seek clarifications on technical details or any other information deemed necessary. The queries raised should be replied positively within the time specified, failing which the evaluation will be done on the basis of the information available.
- 7.3** To assist in the examination, evaluation and comparison of bids, AAI may, at its discretion ask the bidder for the clarification / confirmation of compliance of its bid. The request for clarification / confirmation of compliance and the response shall be through query provision available in CPP e- portal.
- 7.4** Bidders may submit their response to AAI queries through provision of CPP e-tender Portal only.
- 7.5** No post bid clarification / confirmation of compliance at the initiative of the bidder shall be entertained.



- 7.6 Tender meeting technical bid criteria as specified shall only be informed and considered for opening and evaluation of financial bid. However tender(s) not meeting technical bid criteria shall be informed of the same.
- 7.7 The tender(s) found technically acceptable shall be compared on the basis of price quoted by the bidders for the entire scope of work. The amount indicated in the Financial Bid will only be taken for price comparison.
- 7.8 The bidder shall quote the rate inclusive of all taxes and duties including GST. The GST component shall be quoted separately in the financial template. The lowest tender shall be decided on the basis of net cost to AAI which is including GST. The quantum of GST of item(s) shall be decided as per the prevailing GST Act.
- 7.9 In case of discrepancy in percentage and amount of GST quoted by the agency, the final calculation shall be corrected as per notified provisions of GST.
- 7.10 The result of Technical bid and financial bid evaluations shall be displayed on CPP portal and shall be visible to suitably qualified bidders.
- 7.11 Tender(s) submitted by MSME/UAN/NSIC registered bidder firm shall only be evaluated for those bidder(s) who have submitted valid MSME/UAN/NSIC registration certificate(s).
- 7.12 Price preference to MSME/UAN/NSIC registered bidder firm / company will be given as per policy of Government of India.
- 8. Award of Contract-**
- 8.1 The acceptance of the tender will be intimated to the successful bidder by issuing letter of Intent.
- 8.2 On receipt of letter of intent, successful bidder shall send unconditional acceptance of letter of intent to Airport Director, AAI, Civil Aerodrome, Porbandar, Gujarat – 360577, within five working days of the issue of letter of intent through e-mail/fax/courier/by authorized representative, failing which it should be construed that bidder is not interested in the offer and hence not accepted the letter of intent unconditionally.
- 8.3 AAI shall issue the work order to successful bidder on receipt of acceptance of letter of intent. Successful bidder shall return one copy of work order duly signed by him on each page, within five working days as a confirmation to acceptance of terms and conditions of work order.
- 8.4 Successful bidder has to enter into an agreement with AAI on all conditions mentioned in the tender, its corrigendum, queries and responses against which work order has been issued.
- 8.5 AAI shall be the sole judge in the matter of award of contract and the decision of AAI shall be final and binding.



- 8.6 AAI also reserves the right at its sole discretion not to award any order under the tender called.
9. **Execution of Work** - The work shall be carried out under the supervision of Airport Director, AAI, Civil Aerodrome, Porbandar, Gujarat or any officer nominated by him, as the case may be, according to the terms and conditions of the contract.
10. **Rejection of Tender** -
- 10.1 Airports Authority of India (hereinafter abbreviated as AAI) reserves the right to reject any or all tender(s) without assigning any reasons, whatsoever.
- 10.2 Tenders, in which any of the particulars and prescribed information is vogue, missing or is incomplete, in any respect and /or prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be rejected.
- 10.3 If the bidder gives wrong information in his tender, AAI reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money Deposit (EMD), wholly and absolutely, AAI reserves the right to debar such bidders to participate in future tenders.
- 10.4 The information contained in the tender should be comprehensive and to the point. The tender containing information other than sought, with a motive to confuse or delay the finalization of tender process is likely to be rejected.
- 10.5 Canvassing in any form in connection with the tender(s) is strictly prohibited and the tenders submitted by the bidder who resort to canvassing are liable for rejection.
- 10.6 Should a bidder have a relation or relations employed in the capacity of an officer in AAI, the authority inviting tenders shall be informed of the fact along with the offer, failing which AAI, at its sole discretion may reject the tender or cancel the contract and forfeit Earnest Money Deposit, wholly and absolutely.
- 10.7 In case MSME/UAN/NSIC registration certificate is found invalid during evaluation for the bidder claiming exemptions of tender fee and EMD available to MSME/UAN/NSIC registered firms / companies, the bid of such bidder shall be rejected and tender fee shall not be refunded.
11. **Declaration** -The general information and guidelines given in the tender document are hereby accepted unconditionally and shall be complied with.

Signature of Bidder

Name: _____

Stamp

Telephone: _____

Fax _____

E-mail _____



भाग – ग / SECTION – C
नियमएवंशर्त / Terms and Conditions

1. Scope of Work -

- 1.1 The successful bidder has to provide manpower for Wildlife Hazard Management inside the operational area at Civil Aerodrome, Porbandar.
- 1.2 The scaring /sound devices shall be provided by AAI on actual use basis.

2. Deployment of Manpower:

- 2.1 The successful bidder has to depute 03 (three) manpower per shift of 08 (eight) hours per day on all days of the week.
- 2.2 There are two shifts of 08 (eight) hours per day; hence, a total of 06 (six) manpower is to be deployed every day on all days of the week.
- 2.3 The work of wildlife hazard management will be carried out on all 07 (seven) days of the week.
- 2.4 The successful bidder has to deploy 07 (seven) manpower to fulfil the above operational requirement and to grant one day weekly off to each manpower.
- 2.5 The successful bidder shall deploy the manpower as per instructions of Airport Director, AAI, Civil Aerodrome, Porbandar or his authorized representative depending on operational requirements.
- 2.6 The successful bidder has to make all arrangements for getting entry passes to manpower as per the BCAS norms.
- 2.7 The successful bidder has to ensure the good health conditions and mentally fit condition of the manpower.

3. Earnest Money Deposit (EMD) -

- 3.1 Tender must accompany the Earnest Money for Rs.21,500/- only (Rupees Twenty One Thousand Five Hundred only) payable through offline mode in the form of DD. The original Demand Draft against EMD should be posted/couriered/given in person to the concerned officials as specified in the Tender Document. The details of Demand Draft, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time.
- 3.2 Bidder(s) having valid MSME/UAN/NSIC registration certificate are requested to follow the procedure explained in para 5.5 of Section – B (General Information and Guidelines) of tender document for claiming exemptions from Tender Fee and EMD.
- 3.3 Tender not accompanied by the requisite EMD shall be rejected, in case of non MSME/UAN/NSIC registered bidders and bidders having invalid



- MSME/UAN/NSIC registration certificates.
- 3.4** No interest or any other expenses, whatsoever, shall be payable by AAI on the EMD in any manner.
- 4. Eligibility Criteria -**
- 4.1** The eligibility criteria shall be as mentioned in para 2 of NIeT.
- 4.2** Bidders falling in any criteria as mentioned in para 3 to para 5 of NIeT are not eligible for participation in present tender.
- 5. Amendments / Corrigendum to Tender Document -**
- 5.1** At any time, prior to scheduled last date of submission of bids, AAI, if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of the provisions of this tender, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference into this tender and binding on the bidders. Addendum / corrigendum will be notified through AAI's e-procurement portal at <https://etenders.gov.in>
- 6. Submission of Tender -** Following four envelopes shall be submitted through on-line e-portal by the bidder. Last date and time for On line submission of bids (Envelope I, II, III and IV) on e-portal is **08-09-2017** up to 1700 hrs. IST.
- 6.1 Envelope – I - Fee Envelope–**
- (i) Scanned copy of Tender fee of Rs.1,120/- paid off line in the form of Demand Draft.
(ii) Scanned copy of DD of Rs. 21,500/- for EMD, if applicable.
(iii) Copy of MSME/UAN/NSIC Registration certificate, if applicable.
- 6.2 Envelope – II - Prequalifying requirement of bidder:** The bidder shall upload the digitally signed file of following documents in support of their meeting each criteria mentioned in para (2) of Notice Inviting e-tender (NIeT) in the PQQ Envelope of E-Bid on CPP portal. Uploading of documents in location other than specified above shall not be considered. Hard copy of documents shall not be entertained.
- (i) Letter indicating the capacity and authority of individual signing tender document and attesting supporting documents.
(ii) Legal status of bidder as per para 2.1 of NIeT.
(iii) Experience Certificate as per para 2.2 and para 2.4 of NIeT.
(iv) Annualized Average Financial Turnover as per para 2.3 of NIeT.
(v) EPF Registration Certificate.
(vi) ESIC Registration Certificate.
(vii) PAN Card.
(viii) GST Registration Certificate.
(ix) Unconditional Acceptance of AAI's tender conditions (Annexure-I).
(x) Undertaking as per Annexure – II of tender document.
(xi) Undertaking as per Annexure – III of tender document.
- 6.3 Envelope - III Technical Bid:** Technical bid containing scanned copy of the



following documents shall be submitted by the bidder in “Tech Bid Folder” in Technical Bid Attachment section of e – tendering portal.

- (i) **Tender** document digitally signed shall be uploaded on CPP portal in Technical bid envelope. Tender document shall be signed by hand and stamped on page number **12, 21 and 24** by the bidder. If bidder upload the tender document without signature and stamp on page numbers specified above, it will be construed that bidder has signed and stamped on all pages of tender document, as the same is digitally signed.
- 6.4 Envelope – IV – Financial Bid: Price bid folder of E-bid will contain .xls file to fill the price. Bidder has to download .xls file and fill the .xls file as per the description asked in the .xls file. After filling of rates bidder has to check and confirm final amount in letters and words both. Filled .xls file is to be digitally signed by bidder and then uploaded in prescribed folder on CPP portal. Prices should not to be indicated anywhere in Envelope – II and Envelope – III.**
- 7. Validity of Tender -** The tender must remain valid for a minimum of 180 days from the opening of Envelope – I “Fee Envelope” on CPP Portal.
- 8. Opening of Tender-**
 - 8.1** Envelope – I containing fee details will be opened first. It should consist of scanned copy of tender fee DD and EMD DD or MSME/UAN/NSIC registration certificate, as the case may be. PQQ bid envelope will be opened only of those bidders, whose scanned copies submitted in Envelope – I matches with hard copies received by AAI, Porbandar. Fee envelope shall be opened on **13-09-2017** at 1100 Hrs. The intimation regarding acceptance / rejection of their bids will be intimated to the bidders through CPP portal.
 - 8.2** Envelope – II and Envelope – III containing documents for PQQ bid and Technical bid (uploaded by bidder) will be opened on same day after evaluation of the Envelope I.
 - 8.3** If any clarification is needed from the bidder(s) about the deficiency in his uploaded documents in Envelope – II and Envelope - III, the same will be asked to provide it through “Collaboration folder” in e – tender portal. The bidder(s) shall upload the requisite clarification / documents within specified time by AAI, failing which the tender is liable to be rejected.
 - 8.4** Envelope – IV - containing Financial bids of the bidders found meeting the qualifying requirements and technical criteria shall be opened on DD-MM-YYYY (to be notified later depending on the Technical bid evaluation).
- 9. Comparison and Evaluation of Tenders-** Tenders shall be compared and evaluated as per the process mentioned in para 7 of General Information and Guidelines (Section – B).
- 10. Award of Contract –**The contract shall be awarded as per the process mentioned in para 8 of General Information and Guidelines (Section – B).



11. Return of EMD -

- 11.1** EMD shall be returned to bidders who fail to qualify eligibility / technical qualification criteria immediately after technical evaluation report is accepted.
- 11.2** The EMD of all unsuccessful bidders will be returned after evaluation of financial bid is completed.
- 11.3** The EMD of successful bidder will be returned only after the successful bidder submits the security deposit or performance bank guarantee in the prescribed Performa.

12. Security Deposit -

- 12.1** The total security deposit shall be 10% (Ten Percent) of the total price to AAI.
- 12.2** The bidder, whose tender is accepted, within 15 calendar days of the acceptance of work order, shall submit security deposit of 5% (Five Percent) of the total price to AAI in the form of demand draft or an irrevocable and unconditional bank guarantee on a Nationalized/Schedule - A Bank but not a Gramin / Co – Operative Bank.
- 12.3** Balance amount of security deposit shall be deducted from the monthly running bills at rate of 5% (Five Percent) per month.
- 12.4** The irrevocable and unconditional bank guarantee shall be as per performa attached as Annexure IV to this tender document.
- 12.5** In case, the successful bidder fails to submit security deposit or PBG within stipulated period, interest @ 12% p.a. on security deposit amount would be levied (non-refundable) for delayed period of submission and shall be deducted from the first month bills.
- 12.6** In case, successful bidder fails to submit security deposit/PBG within 60 days from the date of acceptance of work order, AAI reserves the right to forfeit EMD and cancel the work order.
- 12.7** The performance Bank Guarantee shall be valid for 6 (six) month beyond the period of work.
- 12.8** The PBG amount shall be payable to AAI without any condition, whatsoever and the PBG shall be irrevocable.

13. Agreement-

- 13.1** The successful bidder has to enter into an agreement with AAI within 30 calendar days of acceptance of work order on non – judicial stamp paper of Rs.100/- only. The cost of non judicial stamp paper is to be borne by the bidder.
- 13.2** The draft agreement shall be as per Annexure V to tender document.



14. Payment Terms

14.1 The bill shall be raised monthly by the bidder in triplicate along with the following documents and records and should be submitted in O/o the Airport Director, AAI, Civil Aerodrome, Porbandar, Gujarat latest by 7th of every month and payments shall be made by AAI (by electronic money transfer directly to the bank account) subject to submission of all necessary documents as follows.

- (i) Attendance of manpower provided to AAI for Job work during the month, duly certified by authorized officer of AAI.
- (ii) Proof of EPF/ESI contribution deposited in previous month to appropriate government authority (copy of challan /ECP etc.) in respect of manpower provided under job contract.
- (iii) Statement of payment made by contractor to manpower provided under job contract. The statement should give the details of attendance, wage including VDA, EPF, ESI, bonus, advances recovered and payment.
- (iv) The agency shall submit the invoice incorporating the full GST component at the time of submission of bills.
- (v) In case of discrepancy in percentage and amount of GST quoted by the agency, the final calculation shall be corrected as per notified provisions of GST.
- (vi) The payment for the GST shall be made to the bidder on the receipt of proper tax invoice. If the amount of GST in Tax invoice does not match with the quoted GST amount of financial bid, payment of GST shall be made as below.
 - (a) If GST amount quoted in financial bid is more than the GST amount of tax invoice, the payment of GST shall be restricted as per tax invoice.
 - (b) If GST amount quoted in financial bid is less (including zero or no quote) than the GST amount of tax invoice, the payment of GST shall be made as per Tax invoice.

14.2 Payments to the manpower provided under the job work to AAI by contractor to be made on or before 07th of each month through cheque / ECS / RTGS. Payments shall not be made in cash.

14.3 In the event of any dispute, the decision of Airport Director, AAI, Civil Aerodrome, Porbandar, Gujarat shall be final and binding on contractor.

15. Subletting of Contract-The work shall not be sublet/ assigned directly or indirectly to other agencies without prior written consent of the tender accepting authority.

16. Forfeiture of EMD / Security Deposit- The EMD/Security deposit amount shall be forfeited in any of the following non – compliances by successful bidder.

16.1 Unconditional Acceptance of Letter of Intent (LOI) within 05 (Five) working days.



- 16.2** Acceptance of work order within 05 (Five) working days.
- 16.3** Payment of security deposit in the form of Demand Draft/Performance Bank Guarantee issued by a Nationalized/Scheduled Bank within 60 (Sixty) calendar days of acceptance of work order.
- 16.4** Execution of the agreement within 30 (Thirty) calendar days of acceptance of work order.
- 16.5** Failing to meet, any immediate/urgent requirement of Airport.
- 16.6** If at any stage it is found that the tender document, downloaded from CPP portal, has been tempered or any unauthorized changes have been made in the contents of the tender. The decision of Airport Director, AAI, Civil Aerodrome, Porbandar, Gujarat in this regard shall be final and binding on the Contractor.
- 16.7** Disclosing relation or relations employed in the capacity of an officer in AAI to the authority inviting tenders.
- 16.8** Continuation of services by contractor till alternate arrangement is made by AAI after service of termination notice by contractor.
- 17. GST and other Taxes / Permits / Licences -**
- 17.1** Bidder shall be liable to pay any and all Indian taxes lawfully assessed against contractor for both corporate and personal income and also all other taxes etc. relevant and applicable in respect of the present tender.
- 17.2** The bidder is required to provide tax type and tax percentage.
- 17.3** In case of change in rate of tax or any provision relating to levy of Tax resulting in increase in burden of Tax on the contractor, the contractor shall be entitled to receive compensation for such increase in quantum of Tax payable by the contractor. Similarly, recovery shall be made from the contractor on account of decrease of rate of tax on any provision relating to levy of Tax.
- 17.4** Bidder shall indicate rate of statutory taxes for the purpose of making claim towards increase and decrease in statutory taxes. In case, bidder has quoted the flat value towards taxes in price bid then AAI will not pay any claim towards increase in statutory taxes.
- 17.5** Successful bidder is required to produce Government of India notification towards taxes prevailing at the time of opening Envelope - I versus submission of bills, while seeking claim towards increase in statutory taxes.
- 17.6** In case no payment is claimed by the contractor towards increase in statutory taxes, a certificate/undertaking is required to be given by contractor that statutory tax has not decreased during the period between date of opening Envelope - I and date of submission of bills. Any decrease in statutory taxes between above said period shall be passed to AAI while claiming payments.



17.7 The bidder is required to submit an undertaking in the format attached as Annexure III regarding GST compliance.

18. Right to Accept or Reject the Tenders -

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

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

19. Termination of Contract-

19.1 Without prejudice to the right of termination provided under the GCC or without prejudice to any other remedy available in the contract in this behalf, AAI may terminate the contract at any time by 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 or the contractor has not complied with any / several terms and conditions of tender document / contract, of which the decision of Airport Director, AAI, Civil Aerodrome, Porbandar shall be final and binding on the contractor.

19.2 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 for any expenditure incurred by the contractor in or for any equipment material or facilities or for any loss in the profit or anticipated profit of the contractor.

19.3 The contractor upon receipt of such notice shall discontinue the work on the date specified in the notice.

19.4 At any stage during the period of execution of contract, any case involving moral turpitude is instituted in a court of law against the bidder or his staff AAI reserve the exclusive and special right of outright termination of contract and the bidder shall not be entitled for any compensation from AAI whatsoever.

19.5 The contractor may also terminate the contract at any time by giving AAI not less than 30 days notice in writing, however, the contractor has to continue to provide the services to AAI under the contract till AAI makes alternative arrangements for the same. In case, the contractor fails to continue to provide services, AAI shall forfeit the security deposit wholly and absolutely and the contractor may be debarred from participation in future AAI tenders.

19.6 Porbandar Airport is proposed to be handed over to Indian Navy. In case of Porbandar Airport is handed over to Indian Navy, AAI may terminate the contract at any time by giving a written notice of not less than seven days to contractor.



20. Arbitration and Laws -

20.1 All disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof may be settled through mutual discussions.

20.2 If the disputes or differences whatsoever arising between the parties out of or relating to the operation or effect of this contract or breach thereof could not be settled through mutual discussion than the same shall be settled through arbitration for which Arbitrator will be appointed by AAI.

20.3 Except where otherwise provided for in the contract, all questions and disputes relating to the meeting of the terms and conditions of the contract shall be settled within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party notifies in writing that such dispute or disagreement exists. Provided be settled under the rules of Indian Arbitration and Conciliation Act' 1996. The venue of Arbitration shall be New Delhi or Mumbai, India. The arbitration award shall be final and binding upon the parties and judgement may be entered there on, upon the application of either party, by any court having jurisdiction.

20.4 Indian laws shall govern this contract.

21. Refund of Security Deposit - After termination/expiry of the contract, the security deposit / performance bank guarantee held by AAI will be released to the contractor without interest, subject to realization of dues, if any to be recovered from the contractor.

22. The bidder shall arrange character and antecedent verification and pay the fees required for Airport Entry Permit issued by BCAS in respect of manpower to be deployed inside operational areas of Airport for the work.

23. The bidder shall carry out the jobs as per specifications of AAI and to its entire satisfaction. In case of any complaints either as regard to the nature of service or as regard to the manpower, the AAI shall intimate the contractor, who shall attend to the complaint promptly.

24. The bidder shall be responsible for the acts/and accidents committed by person employed by him either inside or outside of Airport.

25. The bidder shall on award of contract, furnish the name and address of his employee so as to enable AAI to check character and antecedent and to provide temporary permits for restricted area (s). The Contractor shall get AAI's approval for the employees to be engaged.

26. The English version shall hold good, for the purpose of interpretation of any clause of this tender document.

27. Penalty for Defaults

27.1 In case, the manpower reports later than 15 (fifteen) minutes of the time it was



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AIRPORTS AUTHORITY OF INDIA

TENDER NO. AAI/PR/APD/E-NIT/2017/

- requisitioned for, an amount of Rs. 100/- (Rs. One Hundred) for each manpower for each such occurrence shall be levied as penalty.
- 27.2 In case any manpower does not report at all on any day an amount of Rs. 500/- (Rs. Five Hundred) shall be levied as penalty in addition to deduction of pro-rata wages for the day.
- 27.3 If manpower while on duty misses from site without permission of the user, penalty of Rs. 100/- (Rs. One Hundred only) for every 30 minutes or part thereof shall be imposed per occasion on the contractor.
- 27.4 In case the contractor fails to provide the manpower requisitioned, AAI reserves the right to hire such manpower, as requisitioned from the market and additional amount, if any, over and above the rates agreed to by the contractor, shall be deducted out of the monthly bills/security deposit payable to the contractor. The amount stated by AAI shall be final and binding on the contractor.
- 27.5 The penalty, as mentioned above are imposed, if any, shall be recovered from the monthly bills / security deposit or any other amount under this or any other contract, payable to contractor.
- 28. Declaration by the Bidder–**
- 28.1 I/We declare that no Director/Employee of Airports Authority of India is/are a Director/Partner of my/our firm/Company/Partnership/Proprietor.
- 28.2 The terms and conditions as above are hereby agreed.

Signature of Bidder: _____

Name: _____

Telephone: _____

Fax: _____

E-mail: _____

Stamp



भाग – घ /SECTION – D

संविदाकीसामान्यशर्ते / **General Conditions of Contract**

1. Tender documents are not transferable.
2. One bidder shall submit only one tender.
3. Only one tender document shall be sold to a single party, either a firm or individual. The proprietor of more than one company or firm will be considered as single party and one legal entity.
4. A sole proprietor having concerns under different names will be considered as a single legal entity. PAN card will determine the single entity criteria; hence will be the basis for decision.
5. In case of partnership firms, as it does not have any legal entity on its own, hence if two or more firms are having common partners then all these firms will be considered as single entity. The principle of implied agency of partner as per the Partnership Act of India has been taken as guiding principle. Since the provisions are different in Tax laws, hence different PAN card will not entitle the firms having common partners to be treated as separate entity for the purpose of present tender.
6. In case of companies, if the holding company and its subsidiary are participating in the same tender then a disclosure to this effect is to be made at the time of application for tender form. Also it will be mandatory for them to submit the basis and proof of the relationship during the technical bid stage.
7. It may be noted that the Earnest Money Deposit / Security Deposit of the successful bidder shall be forfeited and the bidder may be debarred for further participation in AAI's tender (s) for a period of three years, on account of non-compliance of any of the following.
 - (i) Unconditional Acceptance of Letter of Intent (LOI) within 05 (Five) working days.
 - (ii) Acceptance of work order within 05 (Five) working days.
 - (iii) Furnishing of Security deposit in the form of Demand Draft/Performance Bank Guarantee issued by a Nationalized/Scheduled Bank within 60 (Sixty) calendar days of acceptance of work order.
 - (iv) Execution of the agreement within 30 (Thirty) calendar days of acceptance of work order.
 - (v) Failing to meet, any immediate/urgent requirement of Airport.
 - (vi) If at any stage it is found that the tender document, downloaded from CPP portal, has been tampered or any unauthorized changes have been made in the contents of the tender. The decision of Airport Director in this regard shall be final and binding on the Contractor.
 - (vii) Disclosing relation or relations employed in the capacity of an officer in AAI to the authority inviting tenders.
 - (viii) Continuation of services by contractor till alternate arrangement is made by AAI after service of termination notice by contractor.



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TENDER NO. AAI/PR/APD/E-NIT/2017/

8. (i) Tender(s) will remain valid for a period of 180 days from the date of opening of Envelope-I on CPP Portal. If any tenderer withdraw during the validity period, his Earnest Money Deposit will be forfeited. However, the tenderer (s) can withdraw their tender after the validity is over or may extend the validity of their tender (s) with the consent of AAI.
- (ii) If at any stage it is found that the tender document, downloaded from CPPP Portal, has been tampered or any unauthorized changes have been made in the contents of the tender. The decision of Airport Director in this regard shall be final and binding.
9. The bidder(s) shall give the list of his near relatives employed in AAI.
10. The successful bidder shall intimate the names of the persons employed by him or going to be employed, who are near relatives of AAI employees.
- Note:** - By the term "Near relative" is meant wife, husband and dependent parents, grandparents, children, grand children, brothers, sisters, uncle, aunt, cousins and their corresponding in laws.
11. No officer/Gazetted officer employed in Airport Authority of India service or the Government of India is allowed to work as a contractor for a period of two years of his retirement without the previous permission of the Airports Authority of India/Government of India. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Airports Authority of India/Government of India as aforesaid, before submission of the tender or engagement in the contractor's service.
12. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as that of witnessing the tender liable to be summarily rejected.
13. The tender shall be in the prescribed form. Tender are invited on the basis of three envelope system as detailed in General Information and Guidelines (Section-B).
14. The contractor/successful bidder shall notify Airport Director or person authorised by him, whenever, any person working under this contract is suffering or suspected to be suffering or convalescing from any infectious disease.
15. AAI shall not be responsible for any injury sustained by manpower of the Contractor due to any dispute between him and his workers.
16. AAI shall not pay any cost incurred in the preparation and submission of any tender or any cost incidental thereto.
17. 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.



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18. Valid Tax invoice on account of GST for present tender shall be provided, so as to enable AAI to claim input tax credit.
19. The bidder is required to provide Tax Type and Tax percentage in the bid.
20. **Declaration by bidder** -The General Conditions of Contract given in the tender document are hereby accepted unconditionally and shall be complied with.

Signature of Bidder

Name: _____

Stamp _____

Telephone: _____

Fax _____

E-mail _____



Unconditional Acceptance letter

[To be submitted in Envelope –II without which the tender shall be summarily rejected].

To,
Airport Director,
Airports Authority of India,
Civil Aerodrome, Porbandar,
GUJARAT - 360577.

**Subject: Submission of Tender for Job Contract for Wildlife Hazard Management
(Tender ID 2017_AAI_2256)**

Sir,

Having examined the conditions of tender and specifications including addenda, I/We, the undersigned offer to undertake job contract for Wildlife Hazard Management at Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat – 360577, in conformity with NIEt, General Information and Guidelines, Terms and conditions, General Conditions of Contract etc. of tender document no. AAI/PR/APD/E-NIT/2017/ (Tender ID 2017_AAI_2256), I/We agree to abide by the terms and provisions of the said conditions of the tender and provisions contained in the Notice Inviting e -Tender (NIEt).

2. I/We hereby unconditionally accept (s) all conditions of AAI's tender document in its entirety for the above work. It is certified that I/We have not stipulated any condition (s) in our tender offer, in case any condition(s) are found in our tender violated after opening of tender, I/We agree that the tender be rejected and AAI shall without prejudice to any other right or remedy be at liberty to forfeit the EMD absolutely.
3. I/We have submitted the earnest money of Rs.21,500/-(Rupees Twenty One ThousandFive Hundred only) for the tender for the above mentioned work off line by way of Demand Draft from nationalized bank or scheduled bank (but not Co-operative bank or Gramin Bank) in favour of the Airports Authority of India payable at Porbandar.
4. I/We declare that I/We have not paid and shall 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 shall immediately report it to the Appropriate Authority in AAI.
5. I/We undertake that AAI's tender document shall form part of contract agreement. I/We understand that AAI is not bound to accept the lowest or any bid received for present tender.

Thanking you,

Date-

Yours faithfully,

Signature of Bidder

Name: _____
Telephone: _____
Fax: _____
E-mail: _____

Stamp:



ANNEXURE – II

To,
Airport Director,
Airports Authority of India,
Civil Aerodrome, Porbandar,
GUJARAT - 360577.

**JOB CONTRACT FOR WILDLIFE HAZARD MANAGEMENT AT PORBANDAR AIRPORT
(TENDER ID 2017_AAI_2256)**

1. It is certified that I/We have not been Debarred/black listed by CBI or AAI or any Public Sector Undertaking/Departments like Railways, Defence or any other department of Govt. of India or State Govt.
2. It is also certified that neither I/ We nor our firm or its partner or its Directors have been black listed or any case is pending or any complaint regarding irregularities is pending, in India or abroad, by any global international body like World Bank/International Monetary Fund/World Health Organisation etc. or any Indian State/Central Government Departments or Public Sector undertaking.

Signature of Bidder

Name: _____
Telephone: _____
Fax: _____
E-mail: _____

Stamp:



ANNEXURE -III

To,
Airport Director,
Airports Authority of India,
Civil Aerodrome, Porbandar,
GUJARAT - 360577.

**UNDERTAKING FOR TENDER NO. AAI/PR/APD/E-NIT/2017/ (TENDER ID
2017_AAI_2256)**

I hereby certify the following.

1. That, I/we are registered under GST and are compliant of GST provisions.
2. That, in case of non compliance of GST provision by me/us resulting in blockage of any input credit, I/we shall be responsible for such blockage and I/we shall indemnify AAI.
3. That, I/we will pass all input credits to AAI.

Signature of Bidder

Name: _____

Telephone: _____

Fax: _____

E-mail: _____

Stamp



ANNXURE –IV

Proforma for Performance Bank Guarantee

In consideration of the Chairman, Airports Authority of India [hereinafter called “AAI”] having offered to accept the terms and conditions of the proposed agreement between..... and..... [here-in-after called “the said Contractor(s)”] for the works..... [here-in-after called “the said agreement”] vide Order no.Dated..... having agreed to production of irrevocable Bank Guarantee for Rs..... (Rupees only) as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We..... (indicate the name of the Bank) [here-in-after referred to as “the bank”] hereby undertake to pay to the Chairman, AAI, an amount not exceeding Rs..... (Rupees only) on demand by AAI.

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



भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

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postpone for any time to time any of the powers exercisable by AAI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of AAI or any indulgence by the AAI to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect so relieving us. This guarantee shall not be discharged due to the change in the constitution of the bank or the contractor(s).

6. We..... (indicated the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of AAI in writing.
7. This guarantee shall be valid upto unless extended on demand by AAI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) and unless a claim in writing is lodged with six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the..... (Day) of..... (Month),..... (Year)

For..... (indicate the name of bank).



ANNEXURE – V

Draft Agreement with Successful Bidder
(On Rs.100/- Non Judicial Stamp Paper)

AGREEMENT for JOB CONTRACT FOR WILDLIFE HAZARD MANAGEMENT at Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat, between Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat And (Name of the Contractor along with address).

THIS AGREEMENT, entered into this (Date) day of (Month & Year) by and between (Name of Contractor), having its office at (Contractor's Office Address) (hereinafter called the "Contractor") and the Airports Authority of India having its office at Rajiv Gandhi Bhavan, Safdarjung Airport, New Delhi India (hereinafter called the "AAI"), the expressions "Contractor" and "AAI" shall mean their successors, legal representatives or assigns, for the Job Contract for Birds / Small Animal Scarer at Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat

WITNESSETH

WHEREAS, AAI invited offers for the Job Contract for Wildlife Hazard Management at Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat.

WHEREAS, the Contractor has offered to undertake Job Contract for Providing Wildlife Hazard Management at Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat in accordance with their Price Bid dated (Date) and AAI has accepted its offer.

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

1. AAI E - Tender No. AAI/PR/APD/E-NIT/2017/ (**TENDER ID 2017_AAI_2256**) for the Job Contract for wildlife Hazard Management at Airports Authority of India, Civil Aerodrome, Porbandar, Gujarat supplied by AAI.
2. Tender corrigendum no. 1, 2,...., if any.
3. Bid Documents submitted by the Contractor dated (Date) in fulfilling the contract requirements that includes the signed compliance.
4. Undertaking as per Annexure – I, Annexure – II and Annexure – III of Tender document.
5. Queries raised by AAI during technical evaluation and technical clarification submitted by contractor in response thereof.
6. The price bid of the Contractor which was opened on (Date) and accepted by AAI.
7. Reference of LOI/Work order issued/acceptance of bidder.

For and on behalf of Contractor

For and on behalf of Chairman, AAI.

Signature
Name
Designation

Signature
Name
Designation

1. Witness : (Signature, Date, Name, Designation on behalf of AAI)



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2. Witness : (Signature, Date, Name, Designation on behalf of Contractor)

ANNEXURE – VI

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED IN ENVELOPE I AND ENVELOPE II.

Name of Work –Job Contract For Wildlife Hazard Management at Porbandar Airport.

E - Tender No. : AAI/PR/APD/E-NIT/2017/_____ (Tender ID 2017_AAI_2256)

ENVELOPE-I

Sl. No.	Documents
1.	Scanned Copy of Tender fee DD.
2.	Scanned copy of EMD DD, if applicable.
3.	Copy of MSME/UAN/NSIC Registration Certificate, if applicable.

ENVELOPE-II

Sl. No.	Documents
1.	Letter Indicating the capacity and authority of individual digitally signing tender documents.
2.	Legal Status of Bidder as per para (2.1) of NIT.
3.	Experience Certificate as per para (2.2) of NIT.
4.	Annualized Average Financial Turnover as per para (2.3) of NIT. Copies of abridged balance sheets to be enclosed.
5.	Unconditional acceptance of AAI's tender conditions Annexure – I.
6.	Undertaking as per Annexure –II of tender document.
7.	Undertaking as per Annexure – III of tender document.
8.	Copy of PAN Card.
9.	Copy of GST Registration.
10.	Copy of ESIC registration certificate.
11.	Copy of EPF registration certificate.

NOTE:-Self attested and digitally signed copies of all certificates / documents to be uploaded in Envelope I and II.



ANNEXURE – VII

CHECK LIST FOR TECHNICAL BID (ENVELOPE – III)

Name of Work –Job ContractFor Wildlife Hazard Managementat Porbandar Airport.

E - Tender No. – AAI/PR/APD/E-NIT/2017/ (Tender ID 2017_AAI_2256)

Sl. No.	Documents
1.	Tender document digitally signedon all pages including physically signed and stamped on page numbers 12, 21 and 24.

NOTE-Self attested, scanned and digitally signed copies of above documents should be uploaded in “Envelope - III”.

SCHEDULE OF FINANCIAL BID (ENVELOPE - IV)

Validate

Print

Help

SAMPLE (PRICES SHOULD NOT BE QUOTED ON THIS PAGE)

Tender Inviting Authority: Airport Director, AAI, CA Porbandar

Name of Work: JOB CONTRACT FOR WILD LIFE HAZARD MANAGEMENT

Contract No:

PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	BASIC RATE Excluding GST In Figures To be entered by the Bidder Rs. P	Applicable GST percentage In Figures To be entered by the Bidder Percentage	GST per unit rate In Figures To be entered by the Bidder i.e. GST on Basic Rate Rs. P	Total amount (Excluding GST)	TOTAL AMOUNT (including GST)	TOTAL AMOUNT In Words (Including GST)
1	2	3	4	5	6	7	8	9	10	11
1.1	Job contract for wildlife hazard management (07 manpower) as per the para 1 and 2 of section C of tender document.	Item 1	12.000	Month				0.00	0.00	INR Zero Only
Total in Figures									0.00	INR Zero Only
Quoted Rate in Words									INR Zero Only	